

## PRESENTATION

MONDAY, NOVEMBER 20, 2017

5:00 P.M.

There will be a called meeting presentation of EMS Compensation Study with Dr. Victoria McGrath of McGrath Human Resources Group on Monday, November 20, 2017 beginning at 5:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

## AGENDA

### GREENE COUNTY LEGISLATIVE BODY

Monday, November 20, 2017

6:00 P.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, November 20, 2017 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

#### Call to Order

- \*Invocation - Commissioner Brad Peters
- \*Pledge to Flag - Commissioner Paul Burkey
- \*Roll Call

#### Public Hearing

- Public hearing on Resolution A
- Joel Hausser

#### Approval of Prior Minutes

#### Reports

- Reports from Solid Waste Dept.
- Committee minutes

#### Election of Notaries

#### Old Business

#### Resolutions

- A resolution to rezone certain territory owned by Steve & Renee Collins from A-1, General Agriculture District to B-2, General Business District within the Unincorporated Territory of Greene County, Tennessee
- A resolution of the Greene County Commission approving the historic downtown Greeneville redevelopment and urban renewal plan containing a tax increment financing provision
- A resolution of the Greene County legislative body creating a restricted fund balance account for equipment and capital purchases for the Emergency Medical Services Department
- A resolution to adopt the Americans with Disabilities Act Transition Plan for Greene County, Tennessee
- A resolution authorizing the Mayor to enter into an agreement pertaining to the operation of Kinser Park
- A resolution of the Greene County legislative body to transfer \$7,500 in restricted funds committed for the Correctional Career Pathways program to the Sheriff's Department Jail budget for installation of fencing in FYE June 30, 2018
- A resolution of the Greene County legislative body to appropriate funds for the DUI Enforcement Grant and Network Coordinator Grant for FYE June 30, 2018
- A resolution authorizing the County Mayor to enter into a lease agreement between Greene County, Tennessee and the Town of Greeneville and the Greeneville-Greene County Emergency Communications District (9-1-1)

Other Business

- Surety bond for Director of Drug Task Force
- Sheriff Pat Hankins to give an update on the Sheriff's Department DTR program

Adjournment

Closing Prayer - Commissioner Wade McAmis

## REGULAR COUNTY COMMITTEE MEETINGS

<b><u>NOVEMBER 2017</u></b>			
WEDNESDAY, NOV 1	1:00 P.M.	BUDGET & FINANCE	ANNEX
WEDNESDAY, NOV 8	2:00pm – 4:00pm	CONGRESSMAN ROE'S OFFICE REPRESENTATIVE	ANNEX
FRIDAY, NOV 10	<b>HOLIDAY</b>	<b>ALL OFFICES CLOSED</b>	
SATURDAY, NOV 11	<b>HOLIDAY</b>	<b>CLERK'S OFFICE CLOSED</b>	
TUESDAY, NOV 14	8:30 A.M. 1:00 P.M.	RANGE OVERSITE COMMITTEE PLANNING	RANGE SITE ANNEX
MONDAY, NOV 20	6:00 P.M.	COUNTY COMMISSION	COURTHOUSE
WEDNESDAY, NOV 22	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX
THURSDAY, NOV 23	<b>HOLIDAY</b>	<b>ALL OFFICES CLOSED</b>	
FRIDAY, NOV 24	<b>HOLIDAY</b>	<b>ALL OFFICES CLOSED</b>	
SATURDAY, NOV 25	<b>HOLIDAY</b>	<b>CLERK'S OFFICE CLOSED</b>	
MONDAY, NOV 27	9:00 A.M. 6:00 P.M.	AIRPORT AUTHORITY HIGHWAY COMMITTEE (IF NEEDED)	TOWN HALL HIGHWAY DEPT
TUESDAY, NOV 28	8:30 A.M.	INSURANCE COMMITTEE	ANNEX
<b><u>DECEMBER 2017</u></b>			
MONDAY, DEC 4	3:30 P.M.	EDUCATION COMMITTEE	CENTRAL SCHOOL OFFICE
WEDNESDAY, DEC 6	1:00 P.M.	BUDGET & FINANCE	ANNEX
TUESDAY, DEC 12	1:00 P.M.	PLANNING	ANNEX – DOWNSTAIRS
WEDNESDAY, DEC 13	2:00pm – 4:00pm	CONGRESSMAN ROE'S OFFICE REPRESENTATIVE	ANNEX – CLERK'S ROOM
MONDAY, DEC 18	6:00 P.M.	COUNTY COMMISSION	COURTHOUSE
SATURDAY, DEC 23	<b>HOLIDAY</b>	<b>CLERK'S OFFICE CLOSED</b>	
MONDAY, DEC 25	<b>HOLIDAY</b>	<b>ALL OFFICES CLOSED</b>	
TUESDAY, DEC 26	<b>HOLIDAY</b>	<b>ALL OFFICES CLOSED</b>	
WEDNESDAY, DEC 27	8:30 A.M. 9:00 A.M.	ZONING APPEALS (IF NEEDED) INSURANCE COMMITTEE	ANNEX ANNEX

**\*\*THIS CALENDAR IS SUBJECT TO CHANGE\*\***

# GREENE COUNTY SOLID WASTE

DATE	TONS	LOADS	BUS.	DEMO	COPPER/ BRASS	PLASTIC	O.C.C.	O.N.P.	ALUM	BATT	USED OIL	TIRE WGT	TIRE COUNT	E WASTE	RADIATOR	IORNY ALUM	FENCE WIRE	TEXTILES
Oct-17																		
2	118.37	38	27	7.17								2.6	226			2520		
3	58.1	18	15	3.73		1.65	39660									4520		
4	38.2	36	23	1.24								1.61	140			1170		
5	54.3	23	17	0				8.29										
6	45.34	25	21	2.89								2.33	203			1270		
7*	9.7																	
9	132.78	39	28	9.29												4820		
10	39.75	15	12			1.61												
11	36.84	34	20	1.41								3.01	262			4080		
12	58.8	15	12	6.83														
13	68.61	24	19	1.08														
16	121.38	43	31	7.75								5.27	430			3360		
17	50.44	24	19	2.1				1.62								3060		
18	39.28	31	17	1.56				8.75				3.63	315			840		
19	56.34	15	12	2.04														
20	62.86	25	20	4.1												1150		
23	107.69	39	27	8.66												3590		
24	77.26	23	20	2.53		1.27						4.6	262			2600		
25	41.88	35	22	1.19												1150		
26	54.91	12	8	0														
27	53.8	25	18	4.36												700		
30	103.2	32	23	7.15								11.33	986			3210		
31	59.2	24	19	1.27		1.55			2540							2140		
TOTALS	1489.03	595	430	76.35		760	6.08	39660	18.66	2540	0	34.38	2824	0	0	40180	0	0

\*= Saturday  
pick up

# **GREENE COUNTY SOLID WASTE**

**FISCAL YEAR 2017 - OCTOBER 2017**

TRUCK #	YEAR	MAKE	Beginning Mileage	Ending Mileage	Fuel/gas	Fuel/diesel	Fuel Cost	Miles Traveled	USE
2	2004	MACK	238035	241332		903.411	2328.73	3297	FRONT LOADER
3	2013	F-250	84336	85544		83.554	214.98	1208	DEMO/METAL
4	1985	IH DUMP	266795	267028		23.084	60	233	ROCK TRUCK
5	2001	F-150	151713	151986	33.67		80.93	273	CENTER TRUCK
6	1997	F-350	242901	244673		191.181	496.88	1772	SPARE
7	2000	MACK	264627	265645		246.587	647.34	1018	FRONT LOADER
9	2006	MACK	0	0		0	0	0	ROLL OFF
12	2008	F-250 4 X 4	113577	114325	70.1		1593	748	CENTER TRUCK
13	1984	G-10	0	0		0	0	0	SERVICE
14	2014	MACK	63120	64584		288.122	757.96	1464	ROLL OFF
15	2014	MACK	95580	98126		455.462	1152.21	2546	ROLL OFF
16	2014	MACK	37249	38504		226.421	593.99	1255	ROLL OFF
17	2014	MACK	35375	35719		30.975	80.5	344	ROLL OFF
19	2007	F-250 4 X 4	185310	186030	78.736		184.53	720	SERVICE
20	2001	CHEVY VAN	105824	106038	47.037		110.84	214	VAN INMATES
21	2007	MACK	200000	200000		0	0	0	FRONT LOADER
22	2001	F-350	220741	222696		174.623	446.66	1955	DEMO/Metal
23	2001	MACK	379264	382884		617.587	1574.77	3620	FRONT LOADER
24	2001	MACK	0	0			0	0	FRONT LOADER
25	2003	F-350	216742	217124			82	382	MAINTENANCE
Shop Fuel					53.05	5			
<b>TOTALS</b>					<b>282.593</b>	<b>3246.007</b>	<b>10405.32</b>	<b>21049</b>	

# GREENE COUNTY SOLID WASTE

## TONS PER DAY

WEEK OF 10-2-17	10/2/2017	10/3/2017	10/4/2017	10/5/2017	10/6/2017	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	14.59				19.5	34.09
BAILEYTON	6.9					6.9
CLEAR SPRINGS						0
CROSS ANCHOR		6.87				6.87
DEBUSK			7.01			7.01
GREYSTONE	8.06					8.06
HAL HENARD	6.63	7.12		7.69		21.44
HORSE CREEK	7.97			8.31		16.28
MCDONALD						0
OREBANK		6.26				6.26
ROMEO			4.31			4.31
ST. JAMES		6.94			4.91	11.85
SUNNYSIDE		6.81			7.02	13.83
WALKERTOWN	9.68					9.68
WEST GREENE	9					9
WEST PINES			7.7			7.7
CHUCKEY-DOAK			3.93			3.93
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	62.83	34	22.95	16	31.43	167.21

# GREENE COUNTY SOLID WASTE

## TONS PER DAY

WEEK OF 10-9-17	10/9/2017	10/10/2017	10/11/2017	10/12/2017	10/13/2017	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	15.88				19.55	35.43
BAILEYTON	6.23				4.2	10.43
CLEAR SPRINGS				8.99		
CROSS ANCHOR		8.87			6.39	15.26
DEBUSK	7.35				5.69	13.04
GREYSTONE	4.6				5.07	9.67
HAL HENARD	11.22			4.74	6.48	22.44
HORSE CREEK	9.74			7.42		17.16
MCDONALD	5.73			3.08		8.81
OREBANK				5.51		5.51
ROMEO	6.85		4.2			11.05
ST. JAMES			7.36			7.36
SUNNYSIDE			9.08			9.08
WALKERTOWN	9.33	7.73		2.75		19.81
WEST GREENE	22.68			13.64		36.32
WEST PINES		8.3			6	14.3
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	99.61	24.9	20.64	46.13	53.38	235.67

# GREENE COUNTY SOLID WASTE

## TONS PER DAY

WEEK OF 10-16-17	10/16/2017	10/17/2017	10/18/2017	10/19/2017	10/20/2017	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	11.98				21.95	33.93
BAILEYTON	6.91			4.83		11.74
CLEAR SPRINGS						0
CROSS ANCHOR			6.59			6.59
DEBUSK	3.3		3.1			6.4
GREYSTONE		8.48				8.48
HAL HENARD	11.26			5.9	6.08	23.24
HORSE CREEK	7.01			8.27		15.28
MCDONALD	5.64			4.49		10.13
OREBANK					7.47	7.47
ROMEO	7.18		4.67			11.85
ST. JAMES		6.69			5.79	12.48
SUNNYSIDE		6.91			7.06	13.97
WALKERTOWN	9.85			5.49		15.34
WEST GREENE	22.7			13.26		35.96
WEST PINES			7.5			7.5
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	85.83	22.08	21.86	42.24	48.35	220.36



# GREENE COUNTY SOLID WASTE

## TONS PER DAY

WEEK OF 10-23-17	10/23/2017	10/24/2017	10/25/2017	10/26/2017	10/27/2017	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	11.84	4.52		4.86	10.7	31.92
BAILEYTON			8.21			8.21
CLEAR SPRINGS		7.78				7.78
CROSS ANCHOR		6.79			5.32	12.11
DEBUSK		7.77			7.12	14.89
GREYSTONE	8.09			4.38		12.47
HAL HENARD	6.09	7.03		8.84		21.96
HORSE CREEK	6.59	7.14			4.86	18.59
MCDONALD	5.57			4.27		9.84
OREBANK					5.24	5.24
ROMEO	7.77		4.14			11.91
ST. JAMES			7.07			7.07
SUNNYSIDE			8.91			8.91
WALKERTOWN	8.71			5.13		13.84
WEST GREENE	14.76	7.58		11.84		34.18
WEST PINES		8.77			4.24	13.01
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	69.42	57.38	28.33	39.32	37.48	231.93

# GREENE COUNTY SOLID WASTE

## TONS PER DAY

WEEK OF 10-30-17	10/30/2017	10/31/2017				
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	15.88					15.88
BAILEYTON	7.04					7.04
CLEAR SPRINGS						0
CROSS ANCHOR						0
DEBUSK						0
GREYSTONE		7.97				7.97
HAL HENARD	5.79	8.2				13.99
HORSE CREEK	8.27					8.27
MCDONALD	7.38					7.38
OREBANK						0
ROMEO	8.31					8.31
ST. JAMES		6.39				6.39
SUNNYSIDE		7.39				7.39
WALKERTOWN	8.06					8.06
WEST GREENE	11.28	9.17				20.45
WEST PINES						0
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS		7.18				7.18
GRAND TOTAL	72.01	46.3	0	0	0	118.31

## GREENE COUNTY SOLID WASTE

### TOTALS FOR OCTOBER 2017

AFTON	151.25
BAILEYTON	44.32
CLEAR SPRINGS	7.78
CROSS ANCHOR	40.83
DEBUSK	41.34
GREYSTONE	46.65
HAL HENARD	103.07
HORSE CREEK	75.58
MCDONALD	36.16
OREBANK	24.48
ROMEO	47.43
ST. JAMES	45.15
SUNNYSIDE	53.18
WALKERTOWN	66.73
WEST GREENE	135.91
WEST PINES	42.51
CHUCKEY-DOAK	3.93
MOSHEIM	0
WEST GREENE HS	7.18
GRAND TOTAL	973.48



STATE OF TENNESSEE  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

Division of Solid Waste Management  
William R. Snodgrass TN Tower  
312 Rosa L. Parks Ave. 14<sup>th</sup> Floor  
Nashville, TN 37243

October 27, 2017

The Honorable David L. Crum  
Greene County Mayor  
209 North Cutler Street  
Suite 206  
Greeneville, TN 37745

Re: Greene County Household Hazardous Waste Collection Event

Dear Mayor Crum:

The Division of Solid Waste Management would like to express its appreciation for Greene County's continued participation in Tennessee's Household Hazardous Waste Mobile Collection Program. We would also like to thank Jennifer Wilder for making the October 7<sup>th</sup> event possible.

The results from Greene County's Household Hazardous Waste Collection Event have been compiled by our staff and are enclosed for your use. The results include the summary of materials collected, their weights, and the resultant cost of the event. The participation at the event was 90 households.

The State appreciates Greene County's efforts to provide year round management of batteries, used oil, paint, antifreeze, and electronics (BOPAE). The reduction of BOPAE collected at the HHW events, allows resources to be available for the collection of hazardous household materials (e.g. flammable liquids, caustics, oxidizers, mercury).

Again, the Division enjoyed working with you and looks forward to working with you in the future. If you have any questions concerning the Tennessee Household Hazardous Waste Collection Program, please contact me at (615) 741-4907.

Sincerely,

A handwritten signature in blue ink, reading "Robert Wadley".

Robert Wadley  
Household Hazardous Waste Program

cc: Jennifer Wilder

County Collection:  
City, State:  
Collection Date:  
Clean Harbor Job Number:  
Clean Harbor Project Manager:  
State of Tennessee Representative:  
County Representative:  
Manifest Number(s):

GREENE COUNTY  
GREENEVILLE TN  
10/7/2017  
1705082053  
KEVIN BROWN

Service Description  
One Day HHW - Cost of Equipment  
Total Service Related Items

010332019FLE	010332021FLE	010332022FLE
010332018FLE		
Multiplier	Fall 17 Unit Cost	Extended Cost
	\$ 406.36	\$ -
		\$ -

Waste Description  
Flammable Liquid (FB1)  
Manifest(s):010332021FLE  
Container(s):61367610-13  
Flammable Solid (LPTN)  
Manifest(s):010332021FLE  
Container(s):  
Corrosive Material - Acidic (LAT-A)  
Manifest(s):010332021FLE  
Container(s):61361622  
Corrosive Material - Basic (LAT-B)  
Manifest(s):010332021FLE  
Container(s):61367623  
Corrosive Material - Basic (LCCR-B)  
Manifest(s):010332021FLE  
Container(s):61367624  
Oxidizing Material (LAT-O)  
Manifest(s):010332021FLE  
Container(s):  
Oxidizing Material (LCCR-O)  
Manifest(s):010332021FLE  
Container(s):61248021  
Reactive Material (LRCT, LA99H)  
Manifest(s):010332021FLE  
Container(s):  
Poisonous (e.g., pesticide) Material (LCCR-S)  
Manifest(s):010332021FLE  
Container(s):  
Poisonous (e.g., pesticide) Material (LCCR-L)  
Manifest(s):010332021FLE  
Container(s):61248016-20  
Oil Base Paint (LPTP/CCRN)  
Manifest(s):010332019FLE  
Container(s):61243753-55  
Latex Paint (CNOS/CCRN)  
Manifest(s):  
Container(s):  
PCB Wastes (CHSI, CHBI)  
Manifest(s):010332021FLE  
Container(s):  
Aerosols (LCCRQ)  
Manifest(s):010332021FLE  
Container(s):61248014-15  
Flammable Compressed Gas Cylinders (LCY1,LCY6, LCY13)/Cylinder  
Manifest(s):  
Container(s):  
Non - Flammable Compressed Gas Cylinders (LCY2, LCY4, LCY5, LCY7-8)  
Manifest(s):  
Container(s):  
Fire Extinguishers (LCY2) Per Cylinder  
Manifest(s):  
Container(s):  
Reactive Compressed Gas Cylinders (LCY10) per Cylinder  
Manifest(s):  
Container(s):

Weight (net lbs)			Extended Cost
1,330	\$	0.54	\$ 718.20
	\$	3.66	\$ -
183	\$	6.34	\$ 1,160.22
97	\$	6.34	\$ 614.98
40	\$	6.34	\$ 253.60
	\$	7.39	\$ -
14	\$	7.39	\$ 103.46
	\$	23.92	\$ -
	\$	3.18	\$ -
659	\$	3.18	\$ 2,095.62
388	\$	0.90	\$ 349.20
	\$	0.90	\$ -
	\$	4.06	\$ -
154	\$	3.04	\$ 468.16
	\$	10.16	\$ -
	\$	126.99	\$ -
	\$	45.72	\$ -
	\$	253.98	\$ -

Used Oil (A31)	345	\$	0.54	\$	186.30
Manifest(s):010332019FLE					
Container(s):61243751-52					
Antifreeze (B35)		\$	0.70	\$	-
Manifest(s):					
Container(s):					
Non-Hazardous Liquid (A32)		\$	0.70	\$	-
Manifest(s):					
Container(s):					
Used Oil Filters (COF)		\$	0.52	\$	-
Manifest(s):					
Container(s):					
Alkaline Batteries (LCHG3)		\$	4.79	\$	-
Manifest(s):010332021FLE					
Container(s):					
Rechargeable Batteries (LBD)		\$	4.79	\$	-
Manifest(s):010332021FLE					
Container(s):					
Lithium Batteries (LBR)		\$	23.93	\$	-
Manifest(s):					
Container(s):					
Elemental Mercury containing Material (LCHG2, LCHG4)	1	\$	56.18	\$	56.18
Manifest(s):010332021FLE					
Container(s):61367625					
Fluorescent Tubes (8' maximum length) (CFL1)	82	\$	1.78	\$	145.96
Manifest(s):010332021FLE					
Container(s):61367626-29					
Mercury Lamps CFL, Misc. Shape (CFL2, CFL4, CFL8)	21	\$	3.30	\$	69.30
Manifest(s):010332021FLE					
Container(s):61367626-29					
Medical Sharps (D20)	1	\$	3.05	\$	3.05
Manifest(s):010332018FLE					
Container(s):1705082053-001					
Smoke Detectors	-	\$	3.18	\$	-
Manifest(s):					
Container(s):					
Total Waste Related Items	3,315		\$	6,224.23	
Total Project Cost			\$	6,224.23	

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC  
AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO  
THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF  
NOTARY PUBLIC DURING THE NOVEMBER 20, 2017 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. TARA C BYROM	127 SPRINGBROOK ROAD AFTON TN 37616	423-914-1305	1622 INDUSTRIAL ROAD GREENEVILLE TN 37745	423-783-9900	TARA BYROM TARA BYROM
2. PATRICIA D. CRUM	185 HEATHER WAY GREENEVILLE TN 37743	423-329-0681	300 BACHMAN DR. GREENEVILLE TN 37445	423-639-4111	
3. DONNA SUE DEARING	445 COVE CREEK RD GREENEVILLE TN 37743	423 291 4457	1118 W MAIN ST GREENEVILLE TN 37743	423 636 1555	
4. DEMETRESS M DICKSON	405 KINGSFORD HWY GREENEVILLE TN 37745	423-972-2467	1200 SNAPS FERRY RD GREENBACK TN 37745	423-638-7811	
5. DIANA LYNNE GRAF	2464 OTTWAY RD GREENEVILLE TN 37745	423-358-9257			
6. SHEILA M HUNTER	360 DUDE LANE BULLS GAP TN 37711	-	1118 WEST MAIN ST GREENEVILLE TN 37743	423-636-1555	\$10,000.00
7. NATASHA SHONTAE KEASLING	105 LAMBS PARK LIMESTONE TN 37681	423-948-7396	616 EAST CHURCH STREET GREENEVILLE TN 37745	423-639-3213	
8. TAMMY RENE LISTER	915 OLD STAGE ROAD GREENEVILLE TN 37745	423-638-2687	4008 SHERMAN HOLLOW ROAD PARROTTSVILLE TN 37843	423-329-9055	
9. DORIS K MCAMIS	235 DEERCHASE LANE CHUCKEY TN 37641	423-416-0906	2745 SNAPS FERRY RD GREENEVILLE TN 37745	423-783-0337	RLI INSURANCE CO
10. EMMMA JEANETTE MILLER	328 BENBOW RD GREENEVILLE TN 37743	639-3283			
11. VANA DALE MORELOCK	445 CICERO AVE GREENEVILLE TN 37743	638-8848	615 LICK HOLLOW RD GREENEVILLE TN 37743	423-638-7691	
12. BARBARA DEWITT OLMSTEAD	116 RAINBOW CIRCLE GREENEVILLE TN 37743	423-329-8725	1013 W MAIN ST GREENEVILLE TN 37743		
13. YVONNE S. OTTINGER	201 LINDEN ST. GREENEVILLE TN 37743	423-972-6653	124 N. MAIN ST. GREENEVILLE TN 37743	423-783-1004	YVONNE S. OTTINGER
14. GEORGE ROBERT SCOTT	225 REED AVE GREENEVILLE TN 37743	423-502-0368	2305 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-636-6082	
15. ANGELA L WEHENKEL	1070 W VANN RD GREENEVILLE TN 37743	423-552-1421	2331 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-798-0060	
16. ASHLEY NICOLE WHITSON	1805 OLD JONESBORO RD CHUCKEY TN 37641	423-416-1630	114 W SUMMER STREET GREENEVILLE TN 37745	423-638-2121	

SIGNATURE

*Tara Byrom*

CLERK OF THE COUNTY OF GREENE, TENNESSEE

DATE

11/6/17



**A RESOLUTION TO REZONE CERTAIN TERRITORY  
OWNED BY STEVE & RENEE COLLINS  
FROM A-1, GENERAL AGRICULTURE DISTRICT TO B-2, GENERAL BUSINESS DISTRICT  
WITHIN THE UNINCORPORATED TERRITORY OF GREENE COUNTY, TENNESSEE**

WHEREAS, the Greene County Commission has adopted a zoning resolution establishing zone districts within the unincorporated territory of Greene County, Tennessee and regulations for the use of property therein; and

WHEREAS, the Greene County Commission realizes that any zoning plan must be changed from time to time to provide for the continued efficient and economic development of the county; and

WHEREAS, Steve and Renee Collins has requested that this property be rezoned from A-1, General Agriculture District to B-2, General Business District; and

WHEREAS, the Greene County Regional Planning Commission did review a request on October 10, 2017 that the Steve and Renee Collins be rezoned and recommended that the Greene County Commission approve the request to rezone the property.

NOW, THEREFORE BE IT RESOLVED that the Greene County Legislative Body meeting in regular session on the 20<sup>th</sup> day of November, 2017 a quorum being present and a majority voting in the affirmative to amend the Greene County Zoning Map to show the following property to be zoned B-2, General Business District.

Being the same property identified as Greene County tax map 044, as parcel 078.09, as shown on the attached map.

This change shall take effect after its passage, the welfare of the County requiring it.

Sponsor Greene County Regional  
Planning Commission

\_\_\_\_\_  
October 10, 2017

Date

Date of Public Hearing  
by the Greene County Commission:

\_\_\_\_\_  
November 20, 2017

Date

Decision by the Greene  
County Commission:

\_\_\_\_\_  
Approved or Denied

Signed in Open Meeting:

\_\_\_\_\_  
County Mayor

Attest:

\_\_\_\_\_  
County Court Clerk

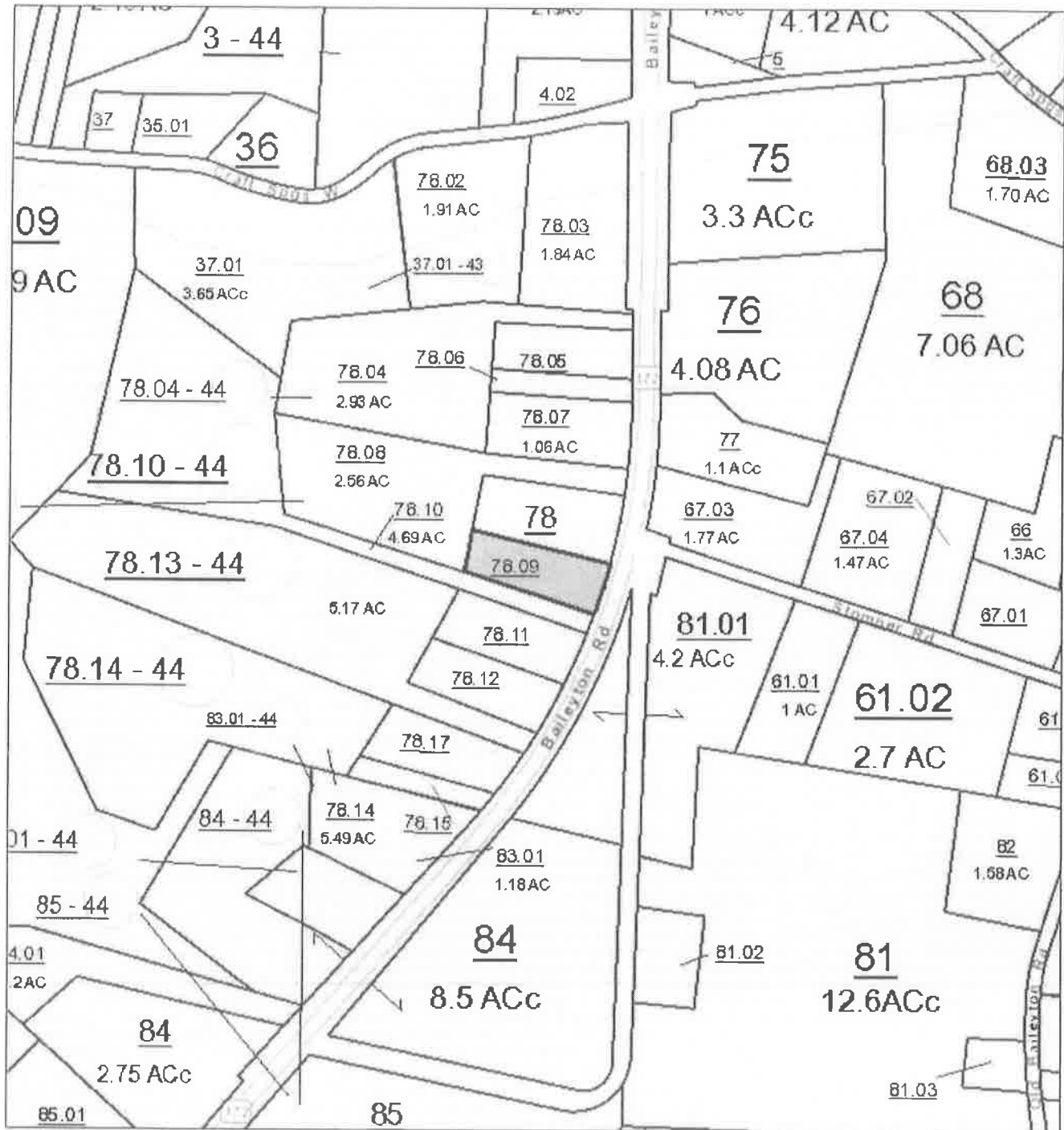
Approved as to Form:

  
\_\_\_\_\_  
County Attorney

A.



# Greene County - Parcel: 044 078.09



Date: October 19, 2017  
 County: Greene  
 Owner: Steve & Renee Marie Collins  
 Address: BAILEYTON RD  
 Parcel Number: 044 078.09  
 Deeded Acreage: 0.77  
 Calculated Acreage: 0  
 Date of Imagery: 2015



TN Comptroller - OLG  
 Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, OpenStreetMap contributors, and the GIS User Community

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law

## RESOLUTION

### A RESOLUTION OF THE GREENE COUNTY COMMISSION APPROVING THE HISTORIC DOWNTOWN GREENEVILLE REDEVELOPMENT AND URBAN RENEWAL PLAN CONTAINING A TAX INCREMENT FINANCING PROVISION

WHEREAS, pursuant to Tennessee Code Annotated §§ 13-20-203(b)(1) and 13-20-205, Greeneville Housing Authority ("GHA") has prepared a redevelopment and urban renewal plan entitled the Historic Downtown Greeneville Redevelopment and Urban Renewal Plan which contains a tax increment financing provision and is attached hereto as Exhibit A (the "Plan"); and,

WHEREAS, GHA conducted a Public Hearing on September 26, 2017, as required by §§ 13-20-203(b)(1) and 13-20-205 of the Tennessee Code Annotated, as amended, and considered any comments received at such public hearing in connection with presenting the Plan; and,

WHEREAS, GHA prepared the Plan pursuant to the procedure required for both an urban renewal plan and a redevelopment plan; and,

WHEREAS, GHA has also prepared Policies and Procedures for Tax Increment Financing Program for Historic Downtown Greeneville Redevelopment Area, attached hereto as Exhibit B (the "Policies and Procedures"); and

WHEREAS, the Policies and Procedures set forth the policies and procedures for the implementation of the Plan.

NOW THEREFORE, BE IT RESOLVED BY GREENE COUNTY COMMISSION:

SECTION 1: The Historic Downtown Greeneville Redevelopment and Urban Renewal Plan, containing a tax increment financing provision, is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION 2: The Policies and Procedures for Tax Increment Financing Program for Historic Downtown Greeneville Redevelopment Area, is hereby approved in substantially the form attached hereto as Exhibit B.

SECTION 3: This resolution will take effect from and after its passage, the welfare of Greene County requiring it.

B

EXHIBIT A

GREENEVILLE HOUSING AUTHORITY

REDEVELOPMENT & URBAN RENEWAL PLAN

FOR

HISTORIC DOWNTOWN GREENEVILLE REDEVELOPMENT AREA

**I. Introduction**

The Town of Greeneville (the "Town") has identified the Redevelopment Area (as defined in the Section of this Plan entitled "Project Area and Boundary Existing Conditions") as an ideal area for redevelopment. Historic downtown Greeneville has a rich history and still contains many historically important buildings. The Town of Greeneville was named after Nathaniel Greene, the revolutionary war general. Prior to his presidency, President Andrew Johnson moved to Greeneville as a 17 year-old. He purchased and operated a tailor shop within the Redevelopment Area and also maintained a home there. He returned to Greeneville after his presidency.

Recently, a number of buildings in the Redevelopment Area have fallen into disrepair. In addition, the public infrastructure in the Redevelopment Area has deteriorated. Given the historic importance of the Redevelopment Area and the need for a vibrant and economically viable downtown, the Town has identified the area for improvement. In addition to incentivizing the revitalization of buildings located within the Redevelopment Area, the Town also intends to improve the public infrastructure located in the Redevelopment Area.

The Authority, as the redevelopment authority of the Town, has been asked by the Town to assist with this redevelopment effort. The Authority has prepared this plan (the "Plan") and has submitted it as both a redevelopment plan under §13-20-203(B) of the Tennessee Code Annotated and an urban renewal plan under § 13-20-211 of the Tennessee Code Annotated.

**II. Project Area and Boundary Existing Conditions**

The map of the area that will be subject to this plan (the "Plan Area"), which consists of approximately 125 acres, is shown on Exhibit A attached hereto. A list of the parcels included in the Redevelopment Area is also attached as part of Exhibit A. The Redevelopment Area is hereby declared to be subject to this Plan.

The Redevelopment Area clearly is eligible to be a redevelopment project within the meaning of Section 13-20-202(a) of the Tennessee Code Annotated. Based on physical inspections of the area conducted by the Authority, the Redevelopment Area is blighted due to the dilapidation of many of the buildings and improvements located in the Redevelopment Area. The Redevelopment Area also clearly qualifies as an urban renewal project within the meaning of Section 13-20-212(a) of the Tennessee Code Annotated because the area, based upon physical inspection by the Authority, when considered as a whole, is blighted, deteriorated and deteriorating. Blight is defined as "areas with buildings or improvements that, by reason of dilapidation, obsolescence, overcrowding, lack of ventilation, light, and

sanitary facilities, deleterious land use, or any combination of these or other factors are detrimental to the safety, health, morals or welfare of the community."

### **III. Redevelopment Plan Objectives**

The primary objectives of this Plan are:

- Enhancing the quality of the historic downtown Greeneville, Tennessee built environment.
- Achieving quality contextual design.
- To facilitate the future development of historic downtown Greeneville.
- To eliminate conditions of blight and blighting influences and incompatible and inappropriate land uses through acquisition and demolition of substandard buildings.
- To provide for the layout of new public improvements necessary to support the redevelopment of the Redevelopment Area.
- To assist the development of the Redevelopment Area through tax increment financing.

### **IV. Relationship to Local Objectives**

#### **Appropriate Land Uses**

- A range of uses should be encouraged in the Redevelopment Area, including improved public pedestrian access and green spaces, commercial, retail and residential uses.

#### **Improved Traffic and Public Transportation**

- Implement a long term plan adding at least 200 parking spaces downtown.
- Implement improved traffic flows, to include potential one-way streets, and increased on-street parking.
- Consider public parking kiosks or parking meters that utilizes technology to conveniently monitor downtown parking, while modifying or eliminating the current 2-hour parking standard.
- Consider either public or private transportation options for residents, visitors, Walters State students, and Tusculum College students going to and from the downtown area.
- Design and implement a sidewalk system that encourages pedestrian traffic, looks aesthetically pleasing, and is affordable both short-term and long-term.

#### **Public Utilities**

- Develop and fund a plan for water/sewer infrastructure replacement and upgrade for the redevelopment district.
- Build-out a downtown wifi network.

#### **Recreational and Community Facilities**

- Develop a website/mobile app promoting downtown businesses, historic sites, events, and public facilities.
- Design and install public art and or historic markers enhancing the sidewalks downtown with stories and visuals unique to Greeneville.

## **V. Relocation of Residences and Businesses**

It is not anticipated that any residences or businesses will need to be relocated as a result of this Plan. However, in the event that any residents or businesses need to be temporarily or permanently displaced to permit redevelopment of the district, the Authority will assist such residents with relocation benefits and payments. If the need for any displacement arises, the Authority will comply with its own relocation policies and Town relocation ordinances. Additionally, in the event that any businesses must be permanently relocated or temporarily displaced during the redevelopment of the Redevelopment Area, the Authority will use its best efforts to assist those businesses in identifying suitable replacement space in the area in close proximity to the area they currently occupy. Any such relocations will be conducted in accordance with applicable policies. In the event that any federal funds become involved in the project the Authority will follow the Federal Uniform Relocation and Property Acquisition Policies Act of 1970, as amended.

## **VI. Land Acquisition and Disposition Plan**

The Authority may acquire property under this Plan to become a part of a redevelopment project which will be necessary to permit the flow of tax increment financing to the project. The Authority intends to secure a bank loan to acquire such property. Additionally, the Authority may acquire property in the Redevelopment Area by condemnation if necessary to cure title defects or to facilitate the construction or improvement of public infrastructure. Any condemnation of properties shall be in compliance with state law and the Authority's acquisition policies. Properties acquired by the Authority will be disposed of in accordance with state law and specifically Tennessee Code Annotated Sections 13-20-204 and 13-20-210. As provided in those statutes, the Authority may dispose of any acquired property at such value as the Authority determines such property should be made available in order that it may be redeveloped for the purposes set forth in this Plan. Any such dispositions will be made subject to such restrictions and covenants as the Authority deems necessary to (a) ensure completion of the redevelopment project after the transfer, (b) maintain the quality of the Redevelopment Area, and (c) ensure the continued maintenance of the properties in the area.

## **VII. Property Management**

In the event the Authority acquires any properties in the Redevelopment Area under the circumstances described above, such properties may be under management by the Authority at various times during the redevelopment process. Although the primary objectives of the property management activity will be to minimize the length of occupancy of property after acquisition and to relocate occupants as quickly and efficiently as possible into appropriate accommodations in accordance with this Plan, relocation and construction activities will be staged in a manner determined most beneficial to the project. Only such maintenance as may be required for the health and safety of persons lawfully remaining in occupancy will be undertaken with respect to acquired properties. A rent schedule will be established by the Authority for any property that is to be occupied after acquisition.

### **VIII. Tax Increment Financing Plan**

a. Distribution of Taxes. Property taxes imposed on the real property located within the Redevelopment Area shall be allocated and distributed as provided in this subsection. The taxes assessed by the County and the City on the real property within the Redevelopment Area will be divided and distributed as follows in accordance with Tenn. Code Ann. § 13-20-205(c) and Title 9, Chapter 23 of the Tennessee Code Annotated, being the Uniformity in Tax Increment Financing Act of 2012 (the "Tax Increment Act"):

i. The portion of the real property taxes payable with respect to the Redevelopment Area equal to the year prior to the date of approval of this Plan (the "Base Tax Amount") shall be allocated to and, as collected, paid to the County and the City as all other taxes levied by the County and the City on all other properties; provided, however, that in any year in which the taxes on the property within the Redevelopment Area are less than the Base Tax Amount, there shall be allocated and paid to the County and the City only the taxes actually imposed.

ii. The excess of real property taxes over the Base Tax Amount (the "TIF Revenues") shall be allocated and, as collected, paid into a separate fund or funds of the Authority, created to hold such payments until the tax proceeds in the funds are to be applied to pay debt service on the obligations expected to be issued by the Authority to finance Eligible Costs (the "TIF Obligations") within the Redevelopment Area.

This allocation is subject to the provisions of Tenn. Code Ann. §13-20-205(g) and the Tax Increment Act, which requires that taxes levied upon property within the Redevelopment Area for the payment of debt service of the County and the City shall not be allocated to the Authority. Further, pursuant to applicable law and this Plan, up to five percent (5%) of the TIF Revenues may be set aside for administrative purposes.

Under Section 9-23-104(d) of the Tax Increment Act, the Authority is authorized to make all calculations of TIF Revenues on the basis of each parcel within in the Redevelopment Area or on an aggregate basis for the Redevelopment Area. In this case, all calculations of TIF Revenues shall be based upon each parcel within the Redevelopment Area and the aggregate basis method of calculation and allocation shall not be used.

The Authority is also authorized to designate, by notice to the County and the City, that the allocation of TIF Revenues from any parcel or group of parcels in the Redevelopment Area shall begin in any tax year within the next ten tax years in order to match TIF Revenues with the application of TIF Revenues for the purposes provided herein, subject to the time limitation on allocations provided below. No allocation of TIF Revenues shall commence as to any parcel within the Redevelopment Area until notice of such commencement is given by the Authority to the County and the City. Allocations of TIF Revenues by the County and the City shall be made (i) as to TIF Revenues derived from non-delinquent taxes, within sixty (60) days of the date such taxes are due without penalty for each tax year and (ii) as to TIF Revenues derived from delinquent taxes, within sixty (60) days from when such taxes are collected by the County and the City.

b. TIF Obligations. In order to pay certain Eligible Costs, the Authority expects to use all or a portion of the incremental tax revenues that it will receive as a result of the adoption of this Plan (other than amounts to be paid to the City and/or the County as provided above or to pay other Eligible Costs as provided below) to pay debt service on obligations that may be incurred to finance such costs. This tax increment financing or financings, if issued, would be structured as follows:

i. The Authority may borrow funds through the issuance and sale of notes, bonds or other obligations of the Authority in one or more emissions. The Authority shall pledge all or a portion of the TIF Revenues allocated to the Authority pursuant to this Plan to the payment of such notes, bonds or other obligations, including, without limitation, principal and interest thereon. In no event will the obligations issued by the Authority be considered a debt or obligation of the County or the City in any manner whatsoever, and the source of the funds to satisfy the Authority's payment obligations thereunder shall be limited solely to the TIF Revenues and shall otherwise be non-recourse to the Authority.

ii. The proceeds of the notes, bonds or obligations shall be used to pay Eligible Costs, costs of issuances relating to notes, bonds or obligations and capitalized interest on the notes, bonds or other obligations to the extent permitted by the Act.

iii. Any tax increment financing may be refinanced by the Authority at any time as permitted by the Act, and upon such refinancing, available tax increment revenues shall be applied to the payment of such refinancing debt to the extent such tax increment revenues were to be used to pay the debt that is being refinanced.

c. Maximum Amount. The aggregate principal amount of notes, bonds and obligations issued by the Authority as described in subsection (a) above together with the maximum amount of Eligible Costs that the Authority agrees to pay as described in subsection (c) above shall not in any event exceed \$8,000,000.

d. Time Period. Taxes on the real property within the Redevelopment Area will be divided and distributed as provided in this Section of the Plan for a period, as to each parcel in the Redevelopment Area, not in excess of thirty (30) tax years as to any parcel, but, in any event, such allocations shall cease when there are not Eligible Costs, including debt service, to be paid from the TIF Revenues. The Authority may approve an allocation period that is less than thirty (30) years as to any parcel if the Authority determines that a shorter allocation period will provide sufficient incentive to promote the development of that parcel. Until an allocation of TIF Revenues as to any parcel commences as described in subsection (a) above, no TIF Revenues shall be allocated to the Authority as to such parcel. If all debt related to a parcel is repaid prior to the end of the allocation period as to such parcel, the Authority may apply the TIF Revenues associated with that parcel to the retirement of the Infrastructure TIF (as defined below) for the remainder of the allocation period applicable to such parcel. Notwithstanding anything herein to the contrary, the lien on TIF Revenues related to the Infrastructure TIF shall be subordinate to the lien on TIF Revenues related to the financing of any private redevelopment project.

e. Economic Information Related to Tax Increment. State law requires that certain financial information be set forth in a redevelopment plan with respect any redevelopment project that utilizes tax increment financing. To facilitate the construction of the public infrastructure needed in the Redevelopment Area, the Authority may issue one or more tax increment revenue notes or bonds supported by the TIF Revenue produced by the Redevelopment Area (collectively, the "Infrastructure TIF"). Pursuant to its Tax Increment Financing Policies and Procedures, the Authority may determine that certain private redevelopment projects are essential to the redevelopment of the Redevelopment Area. In such cases, the Authority may designate the allocation of TIF Revenues related to certain parcels as described in subsection (d) above to support tax increment financing to fund Eligible Costs, including debt service in connection with such private redevelopment projects. The estimated aggregate cost of the redevelopment projects is approximately \$10,000,000. The sources that are expected to be used to pay the costs of the redevelopment projects are estimated tax increment financing of \$8,000,000, estimated grant

funding of \$1,000,000, estimated bank financing of \$0 and estimated Town and County funds of \$1,000,000. The total tax increment financing for the redevelopment projects is expected not to exceed \$8,000,000 and the final maturity is expected not to exceed 30 years after the later of the date the tax increment financing is issued or the completion of the applicable project. The expected impact of the tax increment financing amendment upon the Town of Greeneville is approximately \$214,812 per year and on Greene County approximately \$174,063 per year. The Town should receive approximately \$32,708 during the TIF term and approximately \$247,520 after the TIF term expires. The County should receive approximately \$11,857 during the TIF term and approximately \$185,920 after the TIF term expires.

### **IX. Approval Process**

Pursuant to Tenn. Code Ann. §§ 13-20-203 and -205, the process for the approval of this Plan is as follows:

a. The Authority shall publish notice of a public hearing in a newspaper of general circulation in the Town at least once per week for three (3) consecutive weeks prior to the date of the public hearing. The notice must include the time, place and purpose of the hearing as well as setting forth in clear and plain language the contemplated use of tax increment financing in connection with the redevelopment project(s). Further, the notice must identify at least two (2) locations, one (1) of which shall be the offices of the Authority, where (i) a map of the Redevelopment Area, with the streets or other lines marking the boundaries of the area clearly indicated, and (ii) an estimate of the cost of the redevelopment project(s), the sources of revenue to finance the costs of the redevelopment project(s), including the estimated tax increment, an estimate of the amount and the final maturity of bonded or other indebtedness to be incurred, and an estimate of the impact of the tax increment financing provision upon all taxing agencies in which the redevelopment project is to be located, may be reviewed by interested persons. Not more than 30 days, but not less than 10 days before the public hearing, by mail, postage prepaid, or delivered, a written notice of the public hearing shall be sent to at least one (1) of the owners or at least one (1) of the occupants of each parcel of property within the Redevelopment Area of the time, place and purpose of the public hearing. In addition, at least 21 days before the public hearing, the Authority shall deliver or mail, postage prepaid, to the Finance Department of the Town of Greeneville and to the Office of the Trustee of Greene County, a copy of the notice of the public hearing, together with a statement that if this Plan is approved by the Town and the County, certain property taxes resulting from increases in assessed valuation of property situated within the Redevelopment Area above the assessed value of such property appearing on the appropriate assessment rolls as last determined prior to the date on which this Plan was approved by the Town and the County may be allocated to a special fund or funds of the Authority for redevelopment purposes rather than being paid into the treasury of the taxing agency.

b. After providing the notices described in subsection (a), the Authority holds a public hearing relating to the proposed Redevelopment and Urban Renewal Plan. Following such public hearing, the Authority may submit the Redevelopment and Urban Renewal Plan to the Town and the County for their approval.

c. The governing bodies of the Town and the County must approve the Plan for such plan to be effective as to both the Town and the County. The Plan may be approved by resolution of the Board of Mayor and Aldermen or the County Commission, whether or not the local charter provisions of the Town or the County provide otherwise. If the governing body of the Town approves this Plan but the governing body of the County does not approve this Economic Impact Plan within sixty (60) days of the Town's approval, this Plan shall still be effective as to the Town, and all references to allocating TIF Revenues of the County shall be deemed deleted. If the governing body of the County approves this Plan but the governing body of the Town does not approve this Plan, this Plan shall not be effective. If either the



Town or the County make any changes to this Plan in connection with their approval hereof, such changes must be approved by the Authority following a public hearing related thereto, and such changes must also be approved by the Town or the County, as applicable.

d. Once the governing body of the Town and, if applicable, the County has approved this Plan, the Plan and related documentation shall be filed with the local taxing officials and the Comptroller of the State as required by the Tax Increment Act and annual statements of incremental tax revenues allocated to the Authority shall be filed with the State Board of Equalization as required by the Tax Increment Act. The Authority will also comply with all other procedural requirements of the Tax Increment Act and other applicable laws.

#### **X. Policies and Procedures**

Pursuant to Tenn. Code Ann. § 9-23-107 of the Tax Increment Act, the Authority, the Town and, if applicable, the County shall approve policies and procedures relating to the implementation of this Plan prior to any allocation of TIF Revenues hereunder.

**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 20<sup>th</sup> day of November, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

---

County Mayor

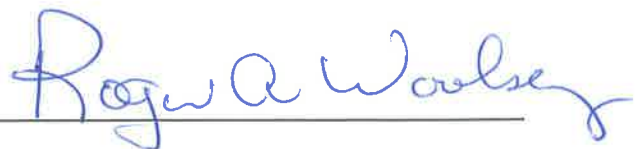
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County Clerk

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Budget and Finance Committee

Sponsor



County Attorney

**Exhibit A**  
(to Redevelopment and Urban Renewal Plan)

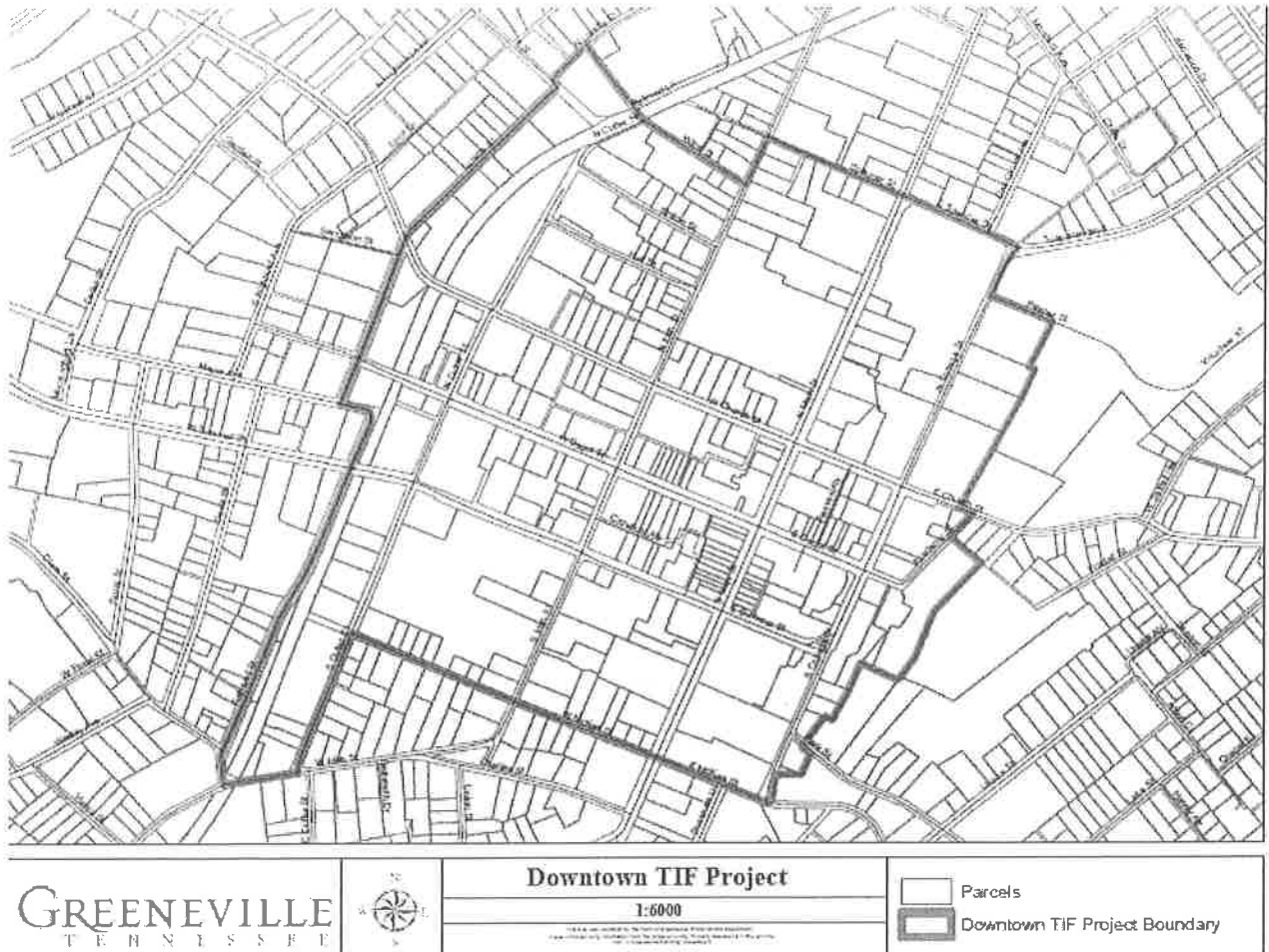
Parcels comprising the Redevelopment Area

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030098L J 00300	030098L K 01300	030098F G 02700
030098L J 00200	030098L K 01200	030098F G 02900
030098E B 01400	030098L K 00800	030098F G 03000
030098L A 02801	030098L K 01100	030098F G 03100
030098L A 01500	030098L K 00600	030098F G 03201
030098K E 00400	030098L K 01000	030098F G 03400
030098K E 00500	030098E G 00100	030098F G 03200
030098K E 00501	030098E G 00200	030098F G 03202
030098K E 00502	030098E G 00300	030098F G 03300
030098K E 00600	030098E G 00400	030098L L 02100
030098L L 00200	030098E G 00500	030098L K 03200
030098L L 00300	030098E G 02400	030098E A 04705
030098L L 00400	030098E G 02300	030098E A 04600
030098L L 00500	030098E G 00600	030098E A 04601
030098L L 00600	030098E G 02200	030098L L 01100
030098L L 00700	030098E G 02201	030098F G 02701
030098L L 00800	030098E G 02100	030098F G 02800
030098L L 00901	030098E G 00700	030098F G 02600
030098L L 00900	030098E G 02000	030098F G 03500
030098L L 03000	030098E G 01900	030098L L 02800
030098L L 01000	030098E G 01800	030098L L 02600
030098L L 02900	030098E G 01702	030098F F 01200
030098L L 02400	030098E G 00800	
030098L L 01200	030098E G 01000	
030098L L 02700	030098L K 03100	
030098L L 01300	030098L K 02800	
030098L L 01400	030098L K 03300	
030098L L 01500	030098L K 00100	
030098L L 01600	030098L K 02200	
030098L L 01700	030098L K 00200	
030098L L 01800	030098L K 02700	

**Exhibit B**  
(to Redevelopment and Urban Renewal Plan)

**Map of Redevelopment Area**



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## EXHIBIT B

### GREENEVILLE HOUSING AUTHORITY

#### **POLICIES AND PROCEDURES FOR TAX INCREMENT INCENTIVE PROGRAM FOR HISTORIC DOWNTOWN GREENEVILLE REDEVELOPMENT AREA**

##### **Section 1. General Purpose and Overview**

Greenville, Tennessee (the "Town"), Greene County, Tennessee (the "County") and Greenville Housing Authority (the "Authority") are committed to remediating blight and improving the public infrastructure in the Town and the County. In furtherance of this objective, the Town intends to improve, with the support of the County and the Authority, the public infrastructure in the downtown area of the Town. The purpose of such improvements is to revitalize downtown Greenville and also to incentivize private redevelopment projects which will further the revitalization of downtown Greenville. As a result of such revitalization, the Town expects increased visitation to downtown Greenville and improvement in the quality of life of its residents.

In order to encourage private redevelopment of properties located in downtown Greenville, the Town and the County, with the assistance of the Authority, desire to establish a program to provide incentives through the application of incremental property tax revenues to assist with the payment of costs relating to the redevelopment of such properties. The purpose of these Policies and Procedures is to provide an orderly process for property owners to apply to use such incentives and to establish a process for administering such incentives.

The Authority is a public nonprofit corporation established by the Town pursuant to the Tennessee Housing Authorities Law (the "Housing Authorities Law"), Tenn. Code Ann. §§13-20-101 et seq. The Authority's statutory purposes include undertaking redevelopment projects, including acquisition of real property for the purpose of removing, preventing, or reducing blight, blighting factors or causes of blight and installing, constructing or reconstructing public infrastructure improvements, all in accordance with a redevelopment plan. In furtherance of these purposes, the Housing Authorities Law authorizes the Authority pursuant to Section 13-20-205 of the Housing Authorities Law to issue tax increment debt to finance costs of eligible projects.

The Uniformity in Tax Increment Financing Act of 2012 (the "Tax Increment Act"), codified at Tenn. Code Ann. §§9-23-101 et seq., also contains statutory provisions relating to the use of tax increment incentives by the Authority. Section 9-23-107 of the Tax Increment Act specifically authorizes the County, the Town and the Authority to agree upon and approve policies and procedures for allocating and calculating tax increment revenues and implementing the Housing Authorities Law and Tax Increment Act. These Policies and Procedures, upon their approval by the Town, the County and the Authority, shall be deemed to be adopted pursuant to Section 9-23-107 of the Tax Increment Act.

These Policies and Procedures are in addition to any other rules and procedures applicable to the Authority, the Town or the County, including the debt management policies of the Authority. From time to time, these Policies and Procedures may be amended by the Authority, the Town and the County.

Notwithstanding the adoption of these Policies and Procedures, the approval of any tax increment incentive is within the discretion of the Authority acting within the parameters of these Policies and Procedures. In no event shall these Policies and Procedures be construed to create any contractual right or

other entitlement in a Person or limit the Authority's discretion to decline to approve any tax increment incentive.

## **Section 2. Description of Historic Downtown Greeneville Redevelopment and Urban Renewal Plan**

In order to implement tax increment incentives under the Housing Authorities Law, the Authority must submit, and the Town and the County, if applicable, must approve, a redevelopment and urban renewal plan pursuant to Section 13-20-205 of the Housing Authorities Law. In this case, the Authority is concurrently submitting for approval the Redevelopment and Urban Renewal Plan for the Historic Downtown Greeneville Redevelopment Area (the "Plan") to the Town and the County. As required by the Housing Authorities Law, the Plan must identify the boundaries of the area subject to the Plan and must provide an outline for the development or redevelopment of the area.

Once the Plan is approved, incremental property tax revenues allocated to the Authority pursuant to the Plan and the Housing Authorities Law may be applied, as authorized by Section 13-20-205 of the Code, to pay debt service on bonds or other obligations of the Authority that were issued to pay costs of redevelopment projects.

As permitted by the Tax Increment Act, the Authority may designate any parcel or group of parcels in the Plan Area for purposes of calculating and allocating tax increment revenues. Therefore, the Authority can designate that the parcel or parcels utilized for a specific redevelopment project in the Plan Area be subject to a separate calculation of incremental tax revenues in order to support that redevelopment project and furthermore to designate the tax year in which such allocations will commence. Moreover, the Plan authorizes the Authority to calculate incremental tax revenues on the basis of each parcel instead of on an aggregate basis of all parcels within the Plan Area. Therefore, the calculation of incremental tax revenues of any parcel or group of parcels in the Plan Area can be calculated independently from other parcels within the Plan Area. This flexibility will allow the Authority to support both redevelopment projects consisting of public infrastructure improvements undertaken by the Authority, the Town and/or the County (the "Public Projects") and redevelopment projects undertaken by private developers (the "Private Projects"; sometimes hereinafter referred to interchangeably as the "Projects" or a "Project").

In order to assist a Project, the Authority is authorized pursuant to the Plan to apply specified incremental tax revenues received by the Authority to pay debt service on bonds or other obligations of the Authority secured by such incremental tax revenues. For purposes of these Policies and Procedures, the application of incremental tax revenues to pay debt service is referred to herein as "Tax Increment Incentives."

Property owners and prospective property owners within the Plan Area are encouraged to apply to be considered for a Tax Increment Incentive to assist with the development or redevelopment of their property if such incentive is deemed necessary by the property owner to facilitate such development or redevelopment.

It is anticipated by the Authority that such development or redevelopment will involve specific projects that are eligible redevelopment projects within the meaning of the Housing Authorities Law and the Tax Increment Act, which projects are those reasonably expected to remediate blight and/or prevent blight in the Plan Area and achieve the objectives described in Part III of the Plan. The approval or disapproval of any Tax Increment Incentive in connection with the development or redevelopment of an eligible project will be within the sole and absolute decision of the Authority.

The next sections of these Policies and Procedures provide some parameters and terms under which the Authority may utilize Tax Increment Incentives to support both Public Projects and Private

Projects. The section thereafter provides the process for applying for a Tax Increment Incentive for properties within the Plan Area.

### **Section 3. Policies relating to Tax Increment Incentives for Private Projects**

**The following policies shall apply with respect to Tax Increment Incentives for Private Projects within the Plan Area.**

3.1. Maximum Percentage of Project Cost and Minimum Project Size. The amount of a Tax Increment Incentive for a specific Private Project (based upon the principal amount of any tax increment financing) shall not exceed the lesser of (i) \$3,000,000 or (ii) 15% of the Total Projected Project Cost of any Applicant. The Applicant must also reasonably anticipate a Total Projected Project Cost of at least 500,000 with respect to a proposed Project in order to apply for a Tax Increment Incentive.

3.2. Necessity of Tax Increment Incentive. The approval, size and term of allocation with respect to any Tax Increment Incentive shall be conditioned upon the Applicant demonstrating the necessity of the availability of the Tax Increment Incentive in order to make a Private Project economically feasible such that the owner of the Project can receive a reasonable return on investment. An Applicant shall permit a designated representative or designated representatives of the Authority to meet with the Applicant's designated representatives in order to determine the necessity of the requested Tax Increment Incentive and will permit such designated representative or representatives of the Authority to review such budgets and projections as are reasonably necessary to make such determination. The Authority will designate a committee, which may include persons experienced with real estate finance that are not members of the Authority and representatives of the Department of Accounts and Budget of the County and the Department of Finance of the Town, to make recommendations to the Authority regarding the size and term of any Tax Increment Incentive, and such committee may designate one or more representatives of such committee to meet with the Applicant's designated representatives as described above in order to undertake the necessary action to make a recommendation to the Authority. Any meetings of more than one member of such committee shall be an open public meeting to the extent required by applicable law.

3.3. Designated Parcels. In its Application, the Applicant shall identify the specific parcel or parcels within the Plan Area from which tax increment revenues shall be allocated in order to provide the Tax Increment Incentive for the Applicant's Project. If any of such parcels are subdivided or combined after an Application is submitted or while a Tax Increment Incentive is ongoing, the Applicant shall give notice of such circumstance to the Authority, the County and the Town. No allocation of tax increment revenues shall occur as to any parcel within the Plan Area until such parcels are designated by an Applicant pursuant to this Section and the Applicant and the Authority have entered into a Development Agreement, as described below, identifying the first year of such allocation.

### **Section 4. Policies Relating to Tax Increment Financing for Public Projects.**

4.1. Tax Increment Revenues. The Authority may utilize Tax Increment Incentives to finance Public Projects within the Redevelopment Area. Such Tax Increment Incentives may be secured by the pledge of tax increment revenues from a single parcel, a group of parcels or from all the parcels in the Redevelopment Area; provided, however, such pledge of tax increment revenues shall be subordinate to the pledge of tax increment revenues securing a Private Project.



4.2 Agreement with the Town. The Authority shall acquire, design and construct Public Projects in accordance with an agreement to be entered into between the Authority and the Town. The Authority and the Town shall cooperate with one another to appropriately allocate responsibility for the costs of implementation of plans for Public Projects.

## **Section 5. Policies Relating to Tax Increment Incentives Generally.**

5.1 Maximum Allocation Period. No allocation of tax increment revenues shall be made with respect to any parcel of property for a period of more than thirty (30) years. If the Authority determines that a lesser allocation period is sufficient to make a Project feasible, as provided herein, the Authority may require a shorter allocation period. The maturity of any Tax Increment Incentive shall not exceed the maximum maturity permitted by the Housing Authorities Law for debt obligations of the Authority.

5.2 Eligible Costs. Under the Housing Authorities Law, tax increment revenues may be applied by the Authority to pay debt service on debt obligations issued to finance Project costs. The costs of a qualifying Project include, but are not limited to, the cost of any land and real property that are deemed necessary by the Authority to be incurred in connection with the remediation of blight in the Redevelopment Area.

Applicants should obtain their own legal and accounting advice relating to the tax consequences of receiving any Tax Increment Incentive, and the County, the Town and the Authority will make no representations relating thereto.

5.3 Calculation of Increment. The incremental tax revenues to be allocated to the Authority for any Tax Increment Incentive shall be calculated individually for each tax parcel relating to a Project. Therefore, if the taxes have been paid with respect to a tax parcel by their due date, the relevant incremental tax revenues will be allocated to the Authority from such tax parcel even if the taxes with respect to other tax parcels in the Project are delinquent and not paid by the due date.

5.4 Payment Dates. The incremental tax revenues to be allocated to the Authority for any Tax Increment Incentive shall be paid by the County and the Town no later than sixty (60) days from the last day of each February, which is the last day that such tax revenues are not overdue. Delinquent taxes to be allocated to the Authority shall be paid by the County and the Town no later than sixty (60) days after each date such delinquent taxes are collected, together with interest thereon to the extent required by the Tax Increment Act.

5.5 Deductions from Tax Increment. Prior to any allocation to the Authority of incremental tax revenues, the County and the Town shall deduct therefrom any taxes levied to pay debt service of the County and the Town, respectively, on their respective debt obligations as required by the Housing Authorities Law and the Tax Increment Act.

5.6 Non-Recourse Obligations. The liability of the Authority for any obligations under any debt obligation relating to a Tax Increment Incentive or any other contractual obligation shall be limited solely to its interest in incremental tax revenues allocated to the Authority in connection with such Tax Increment Incentive, and no other assets of the Authority shall be subject to levy, garnishment or otherwise to satisfy any obligation of the Authority as to a Tax Increment Incentive. The County and the Town shall not have any obligations or liabilities with respect to any Tax Increment Incentive other than

to allocate incremental tax revenues to the Authority as required by the Plan, the Housing Authorities Law and the Tax Increment Act.

5.7 Payment of Incremental Tax Revenues. Incremental tax revenues to be applied to any Tax Increment Incentive shall be allocated by the County and the Town into a separate account of the Authority created with respect to each Project for such purpose. Such payment may be made by wire transfer or by check, at the County's or the Town's election.

5.8 Calculation of Allocated Increment. Not later than April 15<sup>th</sup> of each year, the Director of Accounts and Budgets for the County and the Director of Finance for the Town shall calculate the tax increment revenues to be allocated to the Authority under the Plan. The Director of Accounts and Budgets shall give notice of such calculation as to the County to the County Trustee, each approved Applicant that so requests such information, the Town and the Authority. The Finance Director of the Town shall give notice of such calculation as to the Town to the Town Recorder, each approved Applicant that so requests such information, the County and the Authority.

## **Section 6. Procedures for requesting Tax Increment Incentives to Support Private Projects.**

6.1 Application. An Applicant may request the Authority to approve a Tax Increment Incentive to support a particular Private Project. To initiate such a request, the Applicant should submit to the Authority a completed Application together with all exhibits, schedules and documents required by the Application. No action will be taken with respect to an Application until the Authority's designated representative determines that the Application is complete. **Acceptance of the Application does not imply, evidence or confirm the County's, the Town's or the Authority's support for, or recommendation of, the request for Tax Increment Incentive.**

6.2 Initial Resolution by the Authority. After review of the Application by the Authority, including review by the committee described in Section 3.2 above, the Authority will consider such Application, taking into account the recommendation of the committee. After such consideration, the Authority will vote on whether a Tax Increment Incentive shall be approved for the Applicant's Private Project, and if such approval is given, it shall define the maximum term and amount of the Tax Increment Incentive.

6.3 Financing Documents. If the Authority approves a Tax Increment Incentive for an Applicant, the Applicant and the Authority will use reasonable efforts to consummate the Tax Increment Incentive in a timely manner. In connection with any Tax Increment Incentive, the Applicant and the Authority will enter into a Development Agreement. The Development Agreement will provide for the payment or financing of costs of the Applicant's Project by the Authority and provide for such other covenants as the Authority deems necessary to protect the interests of the Authority, the Town and the County. All documents shall be subject to the review and approval of the Authority's counsel and to the approval of their execution by the Authority. Unless prepared by bond counsel or special counsel to the Authority, at the Authority's option, the proposed Development Agreement will be prepared by the Applicant and submitted to the Authority for review and comment.

Any Tax Increment Incentive shall close within one (1) year after the initial resolution described above is adopted by the Authority. If the closing does not occur within such period, unless extended by the Authority, the Applicant will be deemed to have withdrawn its Application, and all approvals by the Authority will lapse and be of no further force or effect.

## **Section 7. Fees and Expenses of the Authority with respect to Private Projects.**

7.1. Application Fee. Each Applicant will submit with its Application an Application Fee to the Authority in an amount equal to \$1,500.

7.2. Expenses and Indemnity Relating to Tax Increment Incentives. The Applicant shall pay all expenses, including attorney's fees, incurred by the Authority, except for the Authority's fees for local counsel, in connection with any proposed or approved Tax Increment Incentive, whether or not such incentive is finalized. The Authority's fees for local counsel shall be paid from the application and closing fees described herein. All other expenses shall include the cost, if any, of the fees and expenses of bond counsel, and the cost of special counsel to the Authority to offer an opinion as to the legality of any tax increment incentive if required, or to prepare the Development Agreement and any other documentation relating to the Tax Increment Incentive by and between the parties. At the request of the Applicant, the Authority will obtain and provide to the Applicant an estimate of any fees and expenses, including fees of the Authority's bond counsel or special counsel, prior to commencing the documentation of any Tax Increment Incentive. The Authority may require that any expenses be paid in advance of any Board action with respect to a Tax Increment Incentive. Any Applicant, by submitting an Application, agrees to indemnify the Authority, the Town and the County for any liabilities, claims and expenses incurred by the Authority, the Town or the County in connection with considering, approving or implementing a Tax Increment Incentive as provided herein.

7.3. Closing Fee. Upon the closing of a Tax Increment Incentive, as evidenced by the execution of a Development Agreement, the Applicant shall pay the Authority a closing fee of (a) \$[1,500] if the projected project cost is less than \$3,000,000, (b) \$3,000 if the projected project cost is equal to or greater than \$3,000,000 but less than \$5,000,000 and (c) \$5,000 if the projected project cost is equal to or greater than \$5,000,000.

7.4. Amendments. The Applicant will pay all expenses, including attorney's fees, incurred by the Authority in connection with any amendments to any documents entered into in connection with a Tax Increment Incentive. The Authority may require that these expenses be paid in advance of any Authority action.

## **Section 8. Definitions**

In addition to all terms defined elsewhere herein, for purposes of these Policies and Procedures, including the Application, the following terms shall have the following meanings:

**"Applicant"** means the Person submitting the Application for a Tax Increment Incentive. The Applicant shall be the Person that is expected to be an initial owner of a Private Project that is within a Plan Area.

**"Application"** means the Application for a Tax Increment Incentive submitted hereunder in the form attached hereto as Exhibit A.

**"Development Agreement"** means the Development Agreement or comparable agreement between the Authority and the Applicant or similar agreement or contract providing for, among other things, the expenditure of the proceeds of any tax increment financing or the reimbursement of eligible Project costs.

**"Person"** means any individual, sole proprietorship, corporation, limited liability company, association, partnership (general, limited, or limited liability partnership), organization, business, trust, individual and governmental entity.

**"Project"** means a redevelopment project within the meaning of Section 13-20-202 of the Housing Authorities Law.

**"Project Site"** means the parcel or parcels of real property on which the Project will be located.

**"Total Projected Project Cost"** means all costs that are expected to be incurred in connection with the development of a Project and that would be capitalized in accordance with generally acceptable accounting principles other than interest, property taxes and insurance during the construction of the project.

**EXHIBIT A TO TAX INCREMENT INCENTIVE PROGRAM**

**TAX INCREMENT INCENTIVE APPLICATION FORM**

## TAX INCREMENT INCENTIVE APPLICATION

Please return the completed application and supporting documentation to:

Greeneville Housing Authority

Greeneville, Tennessee \_\_\_\_\_

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### *I. Applicant Information*

1. Name of Applicant: \_\_\_\_\_

2. Business Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Organization (if an entity): \_\_\_\_\_

3. Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

4. Website of Applicant (if any): \_\_\_\_\_

5. Type of Business Entity:      Sole Proprietorship      Limited Partnership  
   For-Profit Corporation      General Partnership  
   Limited Liability Company      Nonprofit Corporation

6. Development Team

Please list the business name, contact person, address, phone number and email address for the following members of the Applicant's development team for the Project (if not known, please so indicate):

Contractor: \_\_\_\_\_

\_\_\_\_\_

Architect/Engineers:

\_\_\_\_\_  
Attorney.

\_\_\_\_\_

\_\_\_\_\_

## II. Project Information

7. Does the Applicant currently own or lease the Project Site? (Check one)

Own

Lease

Neither

- ## 8. Evidence of Site Control:

- A. If the Applicant owns the Project Site, attach a copy of the Applicant's deed.
- B. If the Applicant has a contract or option to purchase the Project Site, attach a copy of the agreement or option contract (confidential information such as price may be redacted).
- C. If the Applicant currently leases or will lease the Project Site, attach a copy of the lease or lease option contract (confidential financial information may be redacted).

9. Project Narrative (Provide a brief description of the qualifying Project):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

10. If the Project is to be leased to tenants, identify tenants or, if tenants are not known, describe types of tenants to which the Project will be marketed:

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### ***III. Tax Increment Incentive***

11. Indicate the maximum principal amount of tax increment financing requested.  
\$ \_\_\_\_\_.

12. Indicate maximum allocation period of tax increment revenues requested: \_\_\_\_\_ years.  
Identify the initial tax year as to which such allocation will occur: \_\_\_\_\_.

13. Has any other government assistance (federal tax credits, grants or other economic benefits) been requested by the Applicant to assist with the Project? (Check one): Yes No

If yes, describe the type, source, and amount of assistance requested:

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14. Provide a list of all properties comprising the Project Site by parcel identification number, along with the current tax assessment and taxes paid or payable for the prior tax year for each parcel (attach additional sheets if necessary).

Parcel Identification Number	Assessed Value	Taxes
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

15. Attach a detailed budget for the Project showing anticipated sources of funds to pay Project costs and anticipated uses of those funds.

16. Attach a list by category of each cost to be paid or financed with the requested Tax Increment Incentive.



#### *IV. Supplemental Information*

Please attach to this Application the following:

- Brief business history of the Applicant
- Resumes of all principals of Applicant
- Timetable for the Project
- Site Plan of Project Site (if available)
- Rendering of Project (if available)
- Survey of Project Site (if available)
- Map of the Plan Area showing parcels included
- If tax increment financing is requested, letter of intent of financial institution or accredited investor to purchase the tax increment financing

#### *V. Representations of Applicant*

By executing this Application, Applicant hereby represents, certifies and agrees as follows:

(a) The Project would not result in a reasonable rate of return on investment to the Applicant without the requested Tax Increment Incentive, and the Applicant would not undertake the Project as described in this Application unless the Tax Increment Incentive is available.

(b) The undersigned Applicant hereby agrees that the Applicant shall meet with a designated representative of the County, the Town and/or the Authority, upon request, to answer any questions that may arise in connection with the County's, the Town's and/or the Authority's review of this Application and that Applicant shall provide to the County, the Town and/or the Authority, upon request, any supplemental information requested in connection with the County's, the Town's and/or Board's review of the Application, including, without limitation, such financial information as the County, the Town and/or Board may request in order to determine that the Project would not be undertaken without the Tax Increment Incentive requested.

(c) The Applicant shall pay all expenses required by Section 7 of the Policies and Procedures of the Authority relating to the Tax Increment Incentive and shall otherwise comply with such Policies and Procedures.

(d) The Applicant shall indemnify and hold harmless the Authority, its employees, officers, directors, attorneys and consultants against all losses, costs, damages, expenses (including reasonable attorney's fees), and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the acceptance, consideration, approval or disapproval of this Application for Tax Increment Incentives.

*VI. Signature*

The undersigned Applicant affirms that the information provided in this Application is true and complete. The Applicant hereby confirms that the Applicant has read and understood the requirements in the Policies and Procedures relative to Tax Increment Incentives for the Civic Plaza Development Area.

Applicant: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Title (if Applicant is an entity): \_\_\_\_\_

23747440.1

**GREENEVILLE HOUSING AUTHORITY**  
**REDEVELOPMENT & URBAN RENEWAL PLAN**  
**FOR**  
**HISTORIC DOWNTOWN GREENEVILLE REDEVELOPMENT AREA**

**I. Introduction**

The Town of Greeneville (the "Town") has identified the Redevelopment Area (as defined in the Section of this Plan entitled "Project Area and Boundary Existing Conditions") as an ideal area for redevelopment. Historic downtown Greeneville has a rich history and still contains many historically important buildings. The Town of Greeneville was named after Nathaniel Greene, the revolutionary war general. Prior to his presidency, President Andrew Johnson moved to Greeneville as a 17 year-old. He purchased and operated a tailor shop within the Redevelopment Area and also maintained a home there. He returned to Greeneville after his presidency.

Recently, a number of buildings in the Redevelopment Area have fallen into disrepair. In addition, the public infrastructure in the Redevelopment Area has deteriorated. Given the historic importance of the Redevelopment Area and the need for a vibrant and economically viable downtown, the Town has identified the area for improvement. In addition to incentivizing the revitalization of buildings located within the Redevelopment Area, the Town also intends to improve the public infrastructure located in the Redevelopment Area.

The Authority, as the redevelopment authority of the Town, has been asked by the Town to assist with this redevelopment effort. The Authority has prepared this plan (the "Plan") and has submitted it as both a redevelopment plan under §13-20-203(B) of the Tennessee Code Annotated and an urban renewal plan under § 13-20-211 of the Tennessee Code Annotated.

**II. Project Area and Boundary Existing Conditions**

The map of the area that will be subject to this plan (the "Plan Area"), which consists of approximately 125 acres, is shown on Exhibit A attached hereto. A list of the parcels included in the Redevelopment Area is also attached as part of Exhibit A. The Redevelopment Area is hereby declared to be subject to this Plan.

The Redevelopment Area clearly is eligible to be a redevelopment project within the meaning of Section 13-20-202(a) of the Tennessee Code Annotated. Based on physical inspections of the area conducted by the Authority, the Redevelopment Area is blighted due to the dilapidation of many of the buildings and improvements located in the Redevelopment Area. The Redevelopment Area also clearly qualifies as an urban renewal project within the meaning of Section 13-20-212(a) of the Tennessee Code Annotated because the area, based upon physical inspection by the Authority, when considered as a whole, is blighted, deteriorated and deteriorating. Blight is defined as "areas with buildings or improvements that, by reason of dilapidation, obsolescence, overcrowding, lack of ventilation, light, and sanitary facilities, deleterious land use, or any combination of these or other factors are detrimental to the safety, health, morals or welfare of the community."

**III. Redevelopment Plan Objectives**

The primary objectives of this Plan are:

- Enhancing the quality of the historic downtown Greeneville, Tennessee built environment.
- Achieving quality contextual design.
- To facilitate the future development of historic downtown Greeneville.
- To eliminate conditions of blight and blighting influences and incompatible and inappropriate land uses through acquisition and demolition of substandard buildings.
- To provide for the layout of new public improvements necessary to support the redevelopment of the Redevelopment Area.
- To assist the development of the Redevelopment Area through tax increment financing.

#### **IV. Relationship to Local Objectives**

##### **Appropriate Land Uses**

- A range of uses should be encouraged in the Redevelopment Area, including improved public pedestrian access and green spaces, commercial, retail and residential uses.

##### **Improved Traffic and Public Transportation**

- Implement a long term plan adding at least 200 parking spaces downtown.
- Implement improved traffic flows, to include potential one-way streets, and increased on-street parking.
- Consider public parking kiosks or parking meters that utilizes technology to conveniently monitor downtown parking, while modifying or eliminating the current 2-hour parking standard.
- Consider either public or private transportation options for residents, visitors, Walters State students, and Tusculum College students going to and from the downtown area.
- Design and implement a sidewalk system that encourages pedestrian traffic, looks aesthetically pleasing, and is affordable both short-term and long-term.

##### **Public Utilities**

- Develop and fund a plan for water/sewer infrastructure replacement and upgrade for the redevelopment district.
- Build-out a downtown wifi network.

##### **Recreational and Community Facilities**

- Develop a website/mobile app promoting downtown businesses, historic sites, events, and public facilities.

- Design and install public art and or historic markers enhancing the sidewalks downtown with stories and visuals unique to Greeneville.

## **V. Relocation of Residences and Businesses**

It is not anticipated that any residences or businesses will need to be relocated as a result of this Plan. However, in the event that any residents or businesses need to be temporarily or permanently displaced to permit redevelopment of the district, the Authority will assist such residents with relocation benefits and payments. If the need for any displacement arises, the Authority will comply with its own relocation policies and Town relocation ordinances. Additionally, in the event that any businesses must be permanently relocated or temporarily displaced during the redevelopment of the Redevelopment Area, the Authority will use its best efforts to assist those businesses in identifying suitable replacement space in the area in close proximity to the area they currently occupy. Any such relocations will be conducted in accordance with applicable policies. In the event that any federal funds become involved in the project the Authority will follow the Federal Uniform Relocation and Property Acquisition Policies Act of 1970, as amended.

## **VI. Land Acquisition and Disposition Plan**

The Authority may acquire property under this Plan to become a part of a redevelopment project which will be necessary to permit the flow of tax increment financing to the project. The Authority intends to secure a bank loan to acquire such property. Additionally, the Authority may acquire property in the Redevelopment Area by condemnation if necessary to cure title defects or to facilitate the construction or improvement of public infrastructure. Any condemnation of properties shall be in compliance with state law and the Authority's acquisition policies. Properties acquired by the Authority will be disposed of in accordance with state law and specifically Tennessee Code Annotated Sections 13-20-204 and 13-20-210. As provided in those statutes, the Authority may dispose of any acquired property at such value as the Authority determines such property should be made available in order that it may be redeveloped for the purposes set forth in this Plan. Any such dispositions will be made subject to such restrictions and covenants as the Authority deems necessary to (a) ensure completion of the redevelopment project after the transfer, (b) maintain the quality of the Redevelopment Area, and (c) ensure the continued maintenance of the properties in the area.

## **VII. Property Management**

In the event the Authority acquires any properties in the Redevelopment Area under the circumstances described above, such properties may be under management by the Authority at various times during the redevelopment process. Although the primary objectives of the property management activity will be to minimize the length of occupancy of property after acquisition and to relocate occupants as quickly and efficiently as possible into appropriate accommodations in accordance with this Plan, relocation and construction activities will be staged in a manner determined most beneficial to the project. Only such maintenance as may be required for the health and safety of persons lawfully remaining in occupancy will be undertaken with respect to acquired properties. A rent schedule will be established by the Authority for any property that is to be occupied after acquisition.

## **VIII. Tax Increment Financing Plan**

- Distribution of Taxes. Property taxes imposed on the real property located within the

Redevelopment Area shall be allocated and distributed as provided in this subsection. The taxes assessed by the County and the City on the real property within the Redevelopment Area will be divided and distributed as follows in accordance with Tenn. Code Ann. § 13-20-205(c) and Title 9, Chapter 23 of the Tennessee Code Annotated, being the Uniformity in Tax Increment Financing Act of 2012 (the "Tax Increment Act"):

i. The portion of the real property taxes payable with respect to the Redevelopment Area equal to the year prior to the date of approval of this Plan (the "Base Tax Amount") shall be allocated to and, as collected, paid to the County and the City as all other taxes levied by the County and the City on all other properties; provided, however, that in any year in which the taxes on the property within the Redevelopment Area are less than the Base Tax Amount, there shall be allocated and paid to the County and the City only the taxes actually imposed.

ii. The excess of real property taxes over the Base Tax Amount (the "TIF Revenues") shall be allocated and, as collected, paid into a separate fund or funds of the Authority, created to hold such payments until the tax proceeds in the funds are to be applied to pay debt service on the obligations expected to be issued by the Authority to finance Eligible Costs (the "TIF Obligations") within the Redevelopment Area.

This allocation is subject to the provisions of Tenn. Code Ann. §13-20-205(g) and the Tax Increment Act, which requires that taxes levied upon property within the Redevelopment Area for the payment of debt service of the County and the City shall not be allocated to the Authority. Further, pursuant to applicable law and this Plan, up to five percent (5%) of the TIF Revenues may be set aside for administrative purposes.

Under Section 9-23-104(d) of the Tax Increment Act, the Authority is authorized to make all calculations of TIF Revenues on the basis of each parcel within in the Redevelopment Area or on an aggregate basis for the Redevelopment Area. In this case, all calculations of TIF Revenues shall be based upon each parcel within the Redevelopment Area and the aggregate basis method of calculation and allocation shall not be used.

The Authority is also authorized to designate, by notice to the County and the City, that the allocation of TIF Revenues from any parcel or group of parcels in the Redevelopment Area shall begin in any tax year within the next ten tax years in order to match TIF Revenues with the application of TIF Revenues for the purposes provided herein, subject to the time limitation on allocations provided below. No allocation of TIF Revenues shall commence as to any parcel within the Redevelopment Area until notice of such commencement is given by the Authority to the County and the City. Allocations of TIF Revenues by the County and the City shall be made (i) as to TIF Revenues derived from non-delinquent taxes, within sixty (60) days of the date such taxes are due without penalty for each tax year and (ii) as to TIF Revenues derived from delinquent taxes, within sixty (60) days from when such taxes are collected by the County and the City.

b. TIF Obligations. In order to pay certain Eligible Costs, the Authority expects to use all or a portion of the incremental tax revenues that it will receive as a result of the adoption of this Plan (other than amounts to be paid to the City and/or the County as provided above or to pay other Eligible Costs as provided below) to pay debt service on obligations that may be incurred to finance such costs. This tax increment financing or financings, if issued, would be structured as follows:

i. The Authority may borrow funds through the issuance and sale of notes, bonds or other obligations of the Authority in one or more emissions. The Authority shall pledge all or a

portion of the TIF Revenues allocated to the Authority pursuant to this Plan to the payment of such notes, bonds or other obligations, including, without limitation, principal and interest thereon. In no event will the obligations issued by the Authority be considered a debt or obligation of the County or the City in any manner whatsoever, and the source of the funds to satisfy the Authority's payment obligations thereunder shall be limited solely to the TIF Revenues and shall otherwise be non-recourse to the Authority.

ii. The proceeds of the notes, bonds or obligations shall be used to pay Eligible Costs, costs of issuances relating to notes, bonds or obligations and capitalized interest on the notes, bonds or other obligations to the extent permitted by the Act.

iii. Any tax increment financing may be refinanced by the Authority at any time as permitted by the Act, and upon such refinancing, available tax increment revenues shall be applied to the payment of such refinancing debt to the extent such tax increment revenues were to be used to pay the debt that is being refinanced.

c. Maximum Amount. The aggregate principal amount of notes, bonds and obligations issued by the Authority as described in subsection (a) above together with the maximum amount of Eligible Costs that the Authority agrees to pay as described in subsection (c) above shall not in any event exceed \$8,000,000.

d. Time Period. Taxes on the real property within the Redevelopment Area will be divided and distributed as provided in this Section of the Plan for a period, as to each parcel in the Redevelopment Area, not in excess of thirty (30) tax years as to any parcel, but, in any event, such allocations shall cease when there are not Eligible Costs, including debt service, to be paid from the TIF Revenues. The Authority may approve an allocation period that is less than thirty (30) years as to any parcel if the Authority determines that a shorter allocation period will provide sufficient incentive to promote the development of that parcel. Until an allocation of TIF Revenues as to any parcel commences as described in subsection (a) above, no TIF Revenues shall be allocated to the Authority as to such parcel. If all debt related to a parcel is repaid prior to the end of the allocation period as to such parcel, the Authority may apply the TIF Revenues associated with that parcel to the retirement of the Infrastructure TIF (as defined below) for the remainder of the allocation period applicable to such parcel. Notwithstanding anything herein to the contrary, the lien on TIF Revenues related to the Infrastructure TIF shall be subordinate to the lien on TIF Revenues related to the financing of any private redevelopment project.

e. Economic Information Related to Tax Increment. State law requires that certain financial information be set forth in a redevelopment plan with respect any redevelopment project that utilizes tax increment financing. To facilitate the construction of the public infrastructure needed in the Redevelopment Area, the Authority may issue one or more tax increment revenue notes or bonds supported by the TIF Revenue produced by the Redevelopment Area (collectively, the "Infrastructure TIF"). Pursuant to its Tax Increment Financing Policies and Procedures, the Authority may determine that certain private redevelopment projects are essential to the redevelopment of the Redevelopment Area. In such cases, the Authority may designate the allocation of TIF Revenues related to certain parcels as described in subsection (d) above to support tax increment financing to fund Eligible Costs, including debt service in connection with such private redevelopment projects. The estimated aggregate cost of the redevelopment projects is approximately \$10,000,000. The sources that are expected to be used to pay the costs of the redevelopment projects are estimated tax increment financing of \$8,000,000, estimated grant funding of \$1,000,000, estimated bank financing of \$0 and estimated Town and County funds of \$1,000,000. The total tax increment financing for the redevelopment projects is expected not to exceed \$8,000,000 and the final maturity is expected not to exceed 30 years after the later of the date the tax

increment financing is issued or the completion of the applicable project. The expected impact of the tax increment financing amendment upon the Town of Greeneville is approximately \$214,812 per year and on Greene County approximately \$174,063 per year. The Town should receive approximately \$32,708 during the TIF term and approximately \$247,520 after the TIF term expires. The County should receive approximately \$11,857 during the TIF term and approximately \$185,920 after the TIF term expires.

### **IX. Approval Process**

Pursuant to Tenn. Code Ann. §§ 13-20-203 and -205, the process for the approval of this Plan is as follows:

a. The Authority shall publish notice of a public hearing in a newspaper of general circulation in the Town at least once per week for three (3) consecutive weeks prior to the date of the public hearing. The notice must include the time, place and purpose of the hearing as well as setting forth in clear and plain language the contemplated use of tax increment financing in connection with the redevelopment project(s). Further, the notice must identify at least two (2) locations, one (1) of which shall be the offices of the Authority, where (i) a map of the Redevelopment Area, with the streets or other lines marking the boundaries of the area clearly indicated, and (ii) an estimate of the cost of the redevelopment project(s), the sources of revenue to finance the costs of the redevelopment project(s), including the estimated tax increment, an estimate of the amount and the final maturity of bonded or other indebtedness to be incurred, and an estimate of the impact of the tax increment financing provision upon all taxing agencies in which the redevelopment project is to be located, may be reviewed by interested persons. Not more than 30 days, but not less than 10 days before the public hearing, by mail, postage prepaid, or delivered, a written notice of the public hearing shall be sent to at least one (1) of the owners or at least one (1) of the occupants of each parcel of property within the Redevelopment Area of the time, place and purpose of the public hearing. In addition, at least 21 days before the public hearing, the Authority shall deliver or mail, postage prepaid, to the Finance Department of the Town of Greeneville and to the Office of the Trustee of Greene County, a copy of the notice of the public hearing, together with a statement that if this Plan is approved by the Town and the County, certain property taxes resulting from increases in assessed valuation of property situated within the Redevelopment Area above the assessed value of such property appearing on the appropriate assessment rolls as last determined prior to the date on which this Plan was approved by the Town and the County may be allocated to a special fund or funds of the Authority for redevelopment purposes rather than being paid into the treasury of the taxing agency.

b. After providing the notices described in subsection (a), the Authority holds a public hearing relating to the proposed Redevelopment and Urban Renewal Plan. Following such public hearing, the Authority may submit the Redevelopment and Urban Renewal Plan to the Town and the County for their approval.

c. The governing bodies of the Town and the County must approve the Plan for such plan to be effective as to both the Town and the County. The Plan may be approved by resolution of the Board of Mayor and Aldermen or the County Commission, whether or not the local charter provisions of the Town or the County provide otherwise. If the governing body of the Town approves this Plan but the governing body of the County does not approve this Economic Impact Plan within sixty (60) days of the Town's approval, this Plan shall still be effective as to the Town, and all references to allocating TIF Revenues of the County shall be deemed deleted. If the governing body of the County approves this Plan but the governing body of the Town does not approve this Plan, this Plan shall not be effective. If either the Town or the County make any changes to this Plan in connection with their approval hereof, such changes must be approved by the Authority following a public hearing related thereto, and such changes must also be approved by the Town or the County, as applicable.



d. Once the governing body of the Town and, if applicable, the County has approved this Plan, the Plan and related documentation shall be filed with the local taxing officials and the Comptroller of the State as required by the Tax Increment Act and annual statements of incremental tax revenues allocated to the Authority shall be filed with the State Board of Equalization as required by the Tax Increment Act. The Authority will also comply with all other procedural requirements of the Tax Increment Act and other applicable laws.

#### **X. Policies and Procedures**

Pursuant to Tenn. Code Ann. § 9-23-107 of the Tax Increment Act, the Authority, the Town and, if applicable, the County shall approve policies and procedures relating to the implementation of this Plan prior to any allocation of TIF Revenues hereunder.

**Exhibit A**  
(to Redevelopment and Urban Renewal Plan)

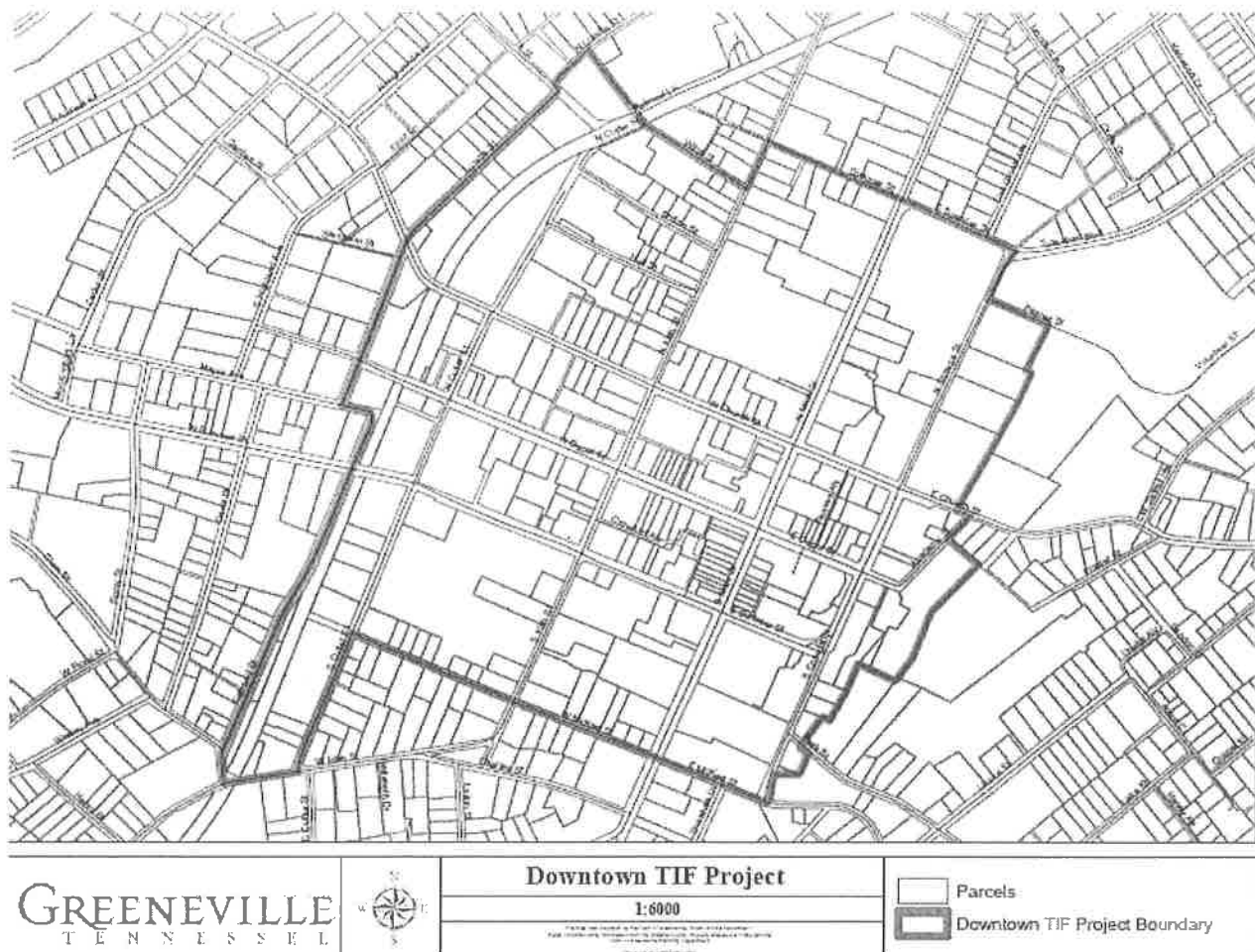
Parcels comprising the Redevelopment Area

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**Exhibit B**  
(to Redevelopment and Urban Renewal Plan)

Map of Redevelopment Area



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**GREENEVILLE HOUSING AUTHORITY**  
**POLICIES AND PROCEDURES FOR**  
**TAX INCREMENT INCENTIVE PROGRAM**  
**FOR HISTORIC DOWNTOWN GREENEVILLE REDEVELOPMENT AREA**

**Section 1. General Purpose and Overview**

Greeneville, Tennessee (the "Town"), Greene County, Tennessee (the "County") and Greeneville Housing Authority (the "Authority") are committed to remediating blight and improving the public infrastructure in the Town and the County. In furtherance of this objective, the Town intends to improve, with the support of the County and the Authority, the public infrastructure in the downtown area of the Town. The purpose of such improvements is to revitalize downtown Greeneville and also to incentivize private redevelopment projects which will further the revitalization of downtown Greeneville. As a result of such revitalization, the Town expects increased visitation to downtown Greeneville and improvement in the quality of life of its residents.

In order to encourage private redevelopment of properties located in downtown Greeneville, the Town and the County, with the assistance of the Authority, desire to establish a program to provide incentives through the application of incremental property tax revenues to assist with the payment of costs relating to the redevelopment of such properties. The purpose of these Policies and Procedures is to provide an orderly process for property owners to apply to use such incentives and to establish a process for administering such incentives.

The Authority is a public nonprofit corporation established by the Town pursuant to the Tennessee Housing Authorities Law (the "Housing Authorities Law"), Tenn. Code Ann. §§13-20-101 et seq. The Authority's statutory purposes include undertaking redevelopment projects, including acquisition of real property for the purpose of removing, preventing, or reducing blight, blighting factors or causes of blight and installing, constructing or reconstructing public infrastructure improvements, all in accordance with a redevelopment plan. In furtherance of these purposes, the Housing Authorities Law authorizes the Authority pursuant to Section 13-20-205 of the Housing Authorities Law to issue tax increment debt to finance costs of eligible projects.

The Uniformity in Tax Increment Financing Act of 2012 (the "Tax Increment Act"), codified at Tenn. Code Ann. §§9-23-101 et seq., also contains statutory provisions relating to the use of tax increment incentives by the Authority. Section 9-23-107 of the Tax Increment Act specifically authorizes the County, the Town and the Authority to agree upon and approve policies and procedures for allocating and calculating tax increment revenues and implementing the Housing Authorities Law and Tax Increment Act. These Policies and Procedures, upon their approval by the Town, the County and the Authority, shall be deemed to be adopted pursuant to Section 9-23-107 of the Tax Increment Act.

These Policies and Procedures are in addition to any other rules and procedures applicable to the Authority, the Town or the County, including the debt management policies of the Authority. From time to time, these Policies and Procedures may be amended by the Authority, the Town and the County.

Notwithstanding the adoption of these Policies and Procedures, the approval of any tax increment incentive is within the discretion of the Authority acting within the parameters of these Policies and Procedures. In no event shall these Policies and Procedures be construed to create any contractual right or other entitlement in a Person or limit the Authority's discretion to decline to approve any tax increment incentive.

## **Section 2. Description of Historic Downtown Greeneville Redevelopment and Urban Renewal Plan**

In order to implement tax increment incentives under the Housing Authorities Law, the Authority must submit, and the Town and the County, if applicable, must approve, a redevelopment and urban renewal plan pursuant to Section 13-20-205 of the Housing Authorities Law. In this case, the Authority is concurrently submitting for approval the Redevelopment and Urban Renewal Plan for the Historic Downtown Greeneville Redevelopment Area (the "Plan") to the Town and the County. As required by the Housing Authorities Law, the Plan must identify the boundaries of the area subject to the Plan and must provide an outline for the development or redevelopment of the area.

Once the Plan is approved, incremental property tax revenues allocated to the Authority pursuant to the Plan and the Housing Authorities Law may be applied, as authorized by Section 13-20-205 of the Code, to pay debt service on bonds or other obligations of the Authority that were issued to pay costs of redevelopment projects.

As permitted by the Tax Increment Act, the Authority may designate any parcel or group of parcels in the Plan Area for purposes of calculating and allocating tax increment revenues. Therefore, the Authority can designate that the parcel or parcels utilized for a specific redevelopment project in the Plan Area be subject to a separate calculation of incremental tax revenues in order to support that redevelopment project and furthermore to designate the tax year in which such allocations will commence. Moreover, the Plan authorizes the Authority to calculate incremental tax revenues on the basis of each parcel instead of on an aggregate basis of all parcels within the Plan Area. Therefore, the calculation of incremental tax revenues of any parcel or group of parcels in the Plan Area can be calculated independently from other parcels within the Plan Area. This flexibility will allow the Authority to support both redevelopment projects consisting of public infrastructure improvements undertaken by the Authority, the Town and/or the County (the "Public Projects") and redevelopment projects undertaken by private developers (the "Private Projects"; sometimes hereinafter referred to interchangeably as the "Projects" or a "Project").

In order to assist a Project, the Authority is authorized pursuant to the Plan to apply specified incremental tax revenues received by the Authority to pay debt service on bonds or other obligations of the Authority secured by such incremental tax revenues. For purposes of these Policies and Procedures, the application of incremental tax revenues to pay debt service is referred to herein as "Tax Increment Incentives."

Property owners and prospective property owners within the Plan Area are encouraged to apply to be considered for a Tax Increment Incentive to assist with the development or redevelopment of their property if such incentive is deemed necessary by the property owner to facilitate such development or redevelopment.

It is anticipated by the Authority that such development or redevelopment will involve specific projects that are eligible redevelopment projects within the meaning of the Housing Authorities Law and the Tax Increment Act, which projects are those reasonably expected to remediate blight and/or prevent blight in the Plan Area and achieve the objectives described in Part III of the Plan. The approval or disapproval of any Tax Increment Incentive in connection with the development or redevelopment of an eligible project will be within the sole and absolute decision of the Authority.

The next sections of these Policies and Procedures provide some parameters and terms under which the Authority may utilize Tax Increment Incentives to support both Public Projects and Private

Projects. The section thereafter provides the process for applying for a Tax Increment Incentive for properties within the Plan Area.

### **Section 3. Policies relating to Tax Increment Incentives for Private Projects**

The following policies shall apply with respect to Tax Increment Incentives for Private Projects within the Plan Area.

3.1. Maximum Percentage of Project Cost and Minimum Project Size. The amount of a Tax Increment Incentive for a specific Private Project (based upon the principal amount of any tax increment financing) shall not exceed the lesser of (i) \$3,000,000 or (ii) 15% of the Total Projected Project Cost of any Applicant. The Applicant must also reasonably anticipate a Total Projected Project Cost of at least 500,000 with respect to a proposed Project in order to apply for a Tax Increment Incentive.

3.2. Necessity of Tax Increment Incentive. The approval, size and term of allocation with respect to any Tax Increment Incentive shall be conditioned upon the Applicant demonstrating the necessity of the availability of the Tax Increment Incentive in order to make a Private Project economically feasible such that the owner of the Project can receive a reasonable return on investment. An Applicant shall permit a designated representative or designated representatives of the Authority to meet with the Applicant's designated representatives in order to determine the necessity of the requested Tax Increment Incentive and will permit such designated representative or representatives of the Authority to review such budgets and projections as are reasonably necessary to make such determination. The Authority will designate a committee, which may include persons experienced with real estate finance that are not members of the Authority and representatives of the Department of Accounts and Budget of the County and the Department of Finance of the Town, to make recommendations to the Authority regarding the size and term of any Tax Increment Incentive, and such committee may designate one or more representatives of such committee to meet with the Applicant's designated representatives as described above in order to undertake the necessary action to make a recommendation to the Authority. Any meetings of more than one member of such committee shall be an open public meeting to the extent required by applicable law.

3.3. Designated Parcels. In its Application, the Applicant shall identify the specific parcel or parcels within the Plan Area from which tax increment revenues shall be allocated in order to provide the Tax Increment Incentive for the Applicant's Project. If any of such parcels are subdivided or combined after an Application is submitted or while a Tax Increment Incentive is ongoing, the Applicant shall give notice of such circumstance to the Authority, the County and the Town. No allocation of tax increment revenues shall occur as to any parcel within the Plan Area until such parcels are designated by an Applicant pursuant to this Section and the Applicant and the Authority have entered into a Development Agreement, as described below, identifying the first year of such allocation.

### **Section 4. Policies Relating to Tax Increment Financing for Public Projects.**

4.1. Tax Increment Revenues. The Authority may utilize Tax Increment Incentives to finance Public Projects within the Redevelopment Area. Such Tax Increment Incentives may be secured by the pledge of tax increment revenues from a single parcel, a group of parcels or from all the parcels in the Redevelopment Area; provided, however, such pledge of tax increment revenues shall be subordinate to the pledge of tax increment revenues securing a Private Project.

4.2. Agreement with the Town. The Authority shall acquire, design and construct Public Projects in accordance with an agreement to be entered into between the Authority and the Town. The

Authority and the Town shall cooperate with one another to appropriately allocate responsibility for the costs of implementation of plans for Public Projects.

## **Section 5. Policies Relating to Tax Increment Incentives Generally.**

5.1 Maximum Allocation Period. No allocation of tax increment revenues shall be made with respect to any parcel of property for a period of more than thirty (30) years. If the Authority determines that a lesser allocation period is sufficient to make a Project feasible, as provided herein, the Authority may require a shorter allocation period. The maturity of any Tax Increment Incentive shall not exceed the maximum maturity permitted by the Housing Authorities Law for debt obligations of the Authority.

5.2 Eligible Costs. Under the Housing Authorities Law, tax increment revenues may be applied by the Authority to pay debt service on debt obligations issued to finance Project costs. The costs of a qualifying Project include, but are not limited to, the cost of any land and real property that are deemed necessary by the Authority to be incurred in connection with the remediation of blight in the Redevelopment Area.

Applicants should obtain their own legal and accounting advice relating to the tax consequences of receiving any Tax Increment Incentive, and the County, the Town and the Authority will make no representations relating thereto.

5.3 Calculation of Increment. The incremental tax revenues to be allocated to the Authority for any Tax Increment Incentive shall be calculated individually for each tax parcel relating to a Project. Therefore, if the taxes have been paid with respect to a tax parcel by their due date, the relevant incremental tax revenues will be allocated to the Authority from such tax parcel even if the taxes with respect to other tax parcels in the Project are delinquent and not paid by the due date.

5.4 Payment Dates. The incremental tax revenues to be allocated to the Authority for any Tax Increment Incentive shall be paid by the County and the Town no later than sixty (60) days from the last day of each February, which is the last day that such tax revenues are not overdue. Delinquent taxes to be allocated to the Authority shall be paid by the County and the Town no later than sixty (60) days after each date such delinquent taxes are collected, together with interest thereon to the extent required by the Tax Increment Act.

5.5 Deductions from Tax Increment. Prior to any allocation to the Authority of incremental tax revenues, the County and the Town shall deduct therefrom any taxes levied to pay debt service of the County and the Town, respectively, on their respective debt obligations as required by the Housing Authorities Law and the Tax Increment Act.

5.6 Non-Recourse Obligations. The liability of the Authority for any obligations under any debt obligation relating to a Tax Increment Incentive or any other contractual obligation shall be limited solely to its interest in incremental tax revenues allocated to the Authority in connection with such Tax Increment Incentive, and no other assets of the Authority shall be subject to levy, garnishment or otherwise to satisfy any obligation of the Authority as to a Tax Increment Incentive. The County and the Town shall not have any obligations or liabilities with respect to any Tax Increment Incentive other than to allocate incremental tax revenues to the Authority as required by the Plan, the Housing Authorities Law and the Tax Increment Act.

5.7 Payment of Incremental Tax Revenues. Incremental tax revenues to be applied to any Tax Increment Incentive shall be allocated by the County and the Town into a separate account of the



Authority created with respect to each Project for such purpose. Such payment may be made by wire transfer or by check, at the County's or the Town's election.

5.8 Calculation of Allocated Increment. Not later than April 15<sup>th</sup> of each year, the Director of Accounts and Budgets for the County and the Director of Finance for the Town shall calculate the tax increment revenues to be allocated to the Authority under the Plan. The Director of Accounts and Budgets shall give notice of such calculation as to the County to the County Trustee, each approved Applicant that so requests such information, the Town and the Authority. The Finance Director of the Town shall give notice of such calculation as to the Town to the Town Recorder, each approved Applicant that so requests such information, the County and the Authority.

## **Section 6. Procedures for requesting Tax Increment Incentives to Support Private Projects.**

6.1 Application. An Applicant may request the Authority to approve a Tax Increment Incentive to support a particular Private Project. To initiate such a request, the Applicant should submit to the Authority a completed Application together with all exhibits, schedules and documents required by the Application. No action will be taken with respect to an Application until the Authority's designated representative determines that the Application is complete. **Acceptance of the Application does not imply, evidence or confirm the County's, the Town's or the Authority's support for, or recommendation of, the request for Tax Increment Incentive.**

6.2 Initial Resolution by the Authority. After review of the Application by the Authority, including review by the committee described in Section 3.2 above, the Authority will consider such Application, taking into account the recommendation of the committee. After such consideration, the Authority will vote on whether a Tax Increment Incentive shall be approved for the Applicant's Private Project, and if such approval is given, it shall define the maximum term and amount of the Tax Increment Incentive.

6.3 Financing Documents. If the Authority approves a Tax Increment Incentive for an Applicant, the Applicant and the Authority will use reasonable efforts to consummate the Tax Increment Incentive in a timely manner. In connection with any Tax Increment Incentive, the Applicant and the Authority will enter into a Development Agreement. The Development Agreement will provide for the payment or financing of costs of the Applicant's Project by the Authority and provide for such other covenants as the Authority deems necessary to protect the interests of the Authority, the Town and the County. All documents shall be subject to the review and approval of the Authority's counsel and to the approval of their execution by the Authority. Unless prepared by bond counsel or special counsel to the Authority, at the Authority's option, the proposed Development Agreement will be prepared by the Applicant and submitted to the Authority for review and comment.

Any Tax Increment Incentive shall close within one (1) year after the initial resolution described above is adopted by the Authority. If the closing does not occur within such period, unless extended by the Authority, the Applicant will be deemed to have withdrawn its Application, and all approvals by the Authority will lapse and be of no further force or effect.

## **Section 7. Fees and Expenses of the Authority with respect to Private Projects.**

7.1. Application Fee. Each Applicant will submit with its Application an Application Fee to the Authority in an amount equal to \$1,500.

7.2. Expenses and Indemnity Relating to Tax Increment Incentives. The Applicant shall pay all expenses, including attorney's fees, incurred by the Authority, except for the Authority's fees for local counsel, in connection with any proposed or approved Tax Increment Incentive, whether or not such incentive is finalized. The Authority's fees for local counsel shall be paid from the application and closing fees described herein. All other expenses shall include the cost, if any, of the fees and expenses of bond counsel, and the cost of special counsel to the Authority to offer an opinion as to the legality of any tax increment incentive if required, or to prepare the Development Agreement and any other documentation relating to the Tax Increment Incentive by and between the parties. At the request of the Applicant, the Authority will obtain and provide to the Applicant an estimate of any fees and expenses, including fees of the Authority's bond counsel or special counsel, prior to commencing the documentation of any Tax Increment Incentive. The Authority may require that any expenses be paid in advance of any Board action with respect to a Tax Increment Incentive. Any Applicant, by submitting an Application, agrees to indemnify the Authority, the Town and the County for any liabilities, claims and expenses incurred by the Authority, the Town or the County in connection with considering, approving or implementing a Tax Increment Incentive as provided herein.

7.3. Closing Fee. Upon the closing of a Tax Increment Incentive, as evidenced by the execution of a Development Agreement, the Applicant shall pay the Authority a closing fee of (a) \$[1,500] if the projected project cost is less than \$3,000,000, (b) \$3,000 if the projected project cost is equal to or greater than \$3,000,000 but less than \$5,000,000 and (c) \$5,000 if the projected project cost is equal to or greater than \$5,000,000.

7.4. Amendments. The Applicant will pay all expenses, including attorney's fees, incurred by the Authority in connection with any amendments to any documents entered into in connection with a Tax Increment Incentive. The Authority may require that these expenses be paid in advance of any Authority action.

## **Section 8. Definitions**

In addition to all terms defined elsewhere herein, for purposes of these Policies and Procedures, including the Application, the following terms shall have the following meanings:

**"Applicant"** means the Person submitting the Application for a Tax Increment Incentive. The Applicant shall be the Person that is expected to be an initial owner of a Private Project that is within a Plan Area.

**"Application"** means the Application for a Tax Increment Incentive submitted hereunder in the form attached hereto as Exhibit A.

**"Development Agreement"** means the Development Agreement or comparable agreement between the Authority and the Applicant or similar agreement or contract providing for, among other things, the expenditure of the proceeds of any tax increment financing or the reimbursement of eligible Project costs.

**"Person"** means any individual, sole proprietorship, corporation, limited liability company, association, partnership (general, limited, or limited liability partnership), organization, business, trust, individual and governmental entity.

**"Project"** means a redevelopment project within the meaning of Section 13-20-202 of the Housing Authorities Law.

**"Project Site"** means the parcel or parcels of real property on which the Project will be located.

**"Total Projected Project Cost"** means all costs that are expected to be incurred in connection with the development of a Project and that would be capitalized in accordance with generally acceptable accounting principles other than interest, property taxes and insurance during the construction of the project.

**EXHIBIT A TO TAX INCREMENT INCENTIVE PROGRAM**

**TAX INCREMENT INCENTIVE APPLICATION FORM**

## TAX INCREMENT INCENTIVE APPLICATION

Please return the completed application and supporting documentation to:

Greeneville Housing Authority

Greeneville, Tennessee \_\_\_\_\_

---

### *I. Applicant Information*

1. Name of Applicant: \_\_\_\_\_

2. Business Name and Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

State of Organization (if an entity): \_\_\_\_\_

3. Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

4. Website of Applicant (if any): \_\_\_\_\_

5. Type of Business Entity:      Sole Proprietorship      Limited Partnership  
   For-Profit Corporation      General Partnership  
   Limited Liability Company      Nonprofit Corporation

6. Development Team

Please list the business name, contact person, address, phone number and email address for the following members of the Applicant's development team for the Project (if not known, please so indicate):

Contractor: \_\_\_\_\_  
\_\_\_\_\_

Architect/Engineers: \_\_\_\_\_

Attorney: \_\_\_\_\_

## II. Project Information

7. Does the Applicant currently own or lease the Project Site? (Check one)

Lease

Own	Lease	Neither
-----	-------	---------

- ## 8. Evidence of Site Control:

- A. If the Applicant owns the Project Site, attach a copy of the Applicant's deed.
- B. If the Applicant has a contract or option to purchase the Project Site, attach a copy of the agreement or option contract (confidential information such as price may be redacted).
- C. If the Applicant currently leases or will lease the Project Site, attach a copy of the lease or lease option contract (confidential financial information may be redacted).

9. Project Narrative (Provide a brief description of the qualifying Project):

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

10. If the Project is to be leased to tenants, identify tenants or, if tenants are not known, describe types of tenants to which the Project will be marketed:

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**III. Tax Increment Incentive**

11. Indicate the maximum principal amount of tax increment financing requested.  
\$\_\_\_\_\_.
12. Indicate maximum allocation period of tax increment revenues requested: \_\_\_\_\_ years.  
Identify the initial tax year as to which such allocation will occur: \_\_\_\_\_.
13. Has any other government assistance (federal tax credits, grants or other economic benefits) been requested by the Applicant to assist with the Project? (Check one): Yes No

If yes, describe the type, source, and amount of assistance requested:

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14. Provide a list of all properties comprising the Project Site by parcel identification number, along with the current tax assessment and taxes paid or payable for the prior tax year for each parcel (attach additional sheets if necessary).

Parcel Identification Number	Assessed Value	Taxes
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

15. Attach a detailed budget for the Project showing anticipated sources of funds to pay Project costs and anticipated uses of those funds.
16. Attach a list by category of each cost to be paid or financed with the requested Tax Increment Incentive.

#### *IV. Supplemental Information*

Please attach to this Application the following:

- Brief business history of the Applicant
- Resumes of all principals of Applicant
- Timetable for the Project
- Site Plan of Project Site (if available)
- Rendering of Project (if available)
- Survey of Project Site (if available)
- Map of the Plan Area showing parcels included
- If tax increment financing is requested, letter of intent of financial institution or accredited investor to purchase the tax increment financing

#### *V. Representations of Applicant*

By executing this Application, Applicant hereby represents, certifies and agrees as follows:

(a) The Project would not result in a reasonable rate of return on investment to the Applicant without the requested Tax Increment Incentive, and the Applicant would not undertake the Project as described in this Application unless the Tax Increment Incentive is available.

(b) The undersigned Applicant hereby agrees that the Applicant shall meet with a designated representative of the County, the Town and/or the Authority, upon request, to answer any questions that may arise in connection with the County's, the Town's and/or the Authority's review of this Application and that Applicant shall provide to the County, the Town and/or the Authority, upon request, any supplemental information requested in connection with the County's, the Town's and/or Board's review of the Application, including, without limitation, such financial information as the County, the Town and/or Board may request in order to determine that the Project would not be undertaken without the Tax Increment Incentive requested.

(c) The Applicant shall pay all expenses required by Section 7 of the Policies and Procedures of the Authority relating to the Tax Increment Incentive and shall otherwise comply with such Policies and Procedures.

(d) The Applicant shall indemnify and hold harmless the Authority, its employees, officers, directors, attorneys and consultants against all losses, costs, damages, expenses (including reasonable attorney's fees), and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the acceptance, consideration, approval or disapproval of this Application for Tax Increment Incentives.



*VI. Signature*

The undersigned Applicant affirms that the information provided in this Application is true and complete. The Applicant hereby confirms that the Applicant has read and understood the requirements in the Policies and Procedures relative to Tax Increment Incentives for the Civic Plaza Development Area.

Applicant: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Title (if Applicant is an entity): \_\_\_\_\_

20744590.4

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY CREATING A  
RESTRICTED FUND BALANCE ACCOUNT FOR EQUIPMENT AND CAPITAL PURCHASES  
FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT**

**WHEREAS**, the Governmental Accounting Standards Board (GASB) has issued GASB Statement 54, and the State of Tennessee Comptroller's Office has determined that this new accounting statement is considered Generally Accepted Accounting Principles (GAAP) applicable to county governments.

**WHEREAS**, under GASB Statement 54, Greene County is allowed to restrict funds for specific purposes.

**WHEREAS**, Greene County wishes to restrict the net income of the Emergency Medical Services Department up to Four Hundred Thousand dollars (\$400,000.00) based on the actual patient charge revenues less actual EMS expenditures and encumbrances, including workers compensation and liability claims multiplied by thirty percent (30%).

**WHEREAS**, the above formula is identical to the calculation currently used to determine the due to/from the Town of Greeneville.

**WHEREAS**, the amount to be restricted is to be calculated at the end of each fiscal year.

**WHEREAS**, in the event that there is a net loss for the year, NO funds will be taken from previously restricted totals.

**WHEREAS**, the expenditures are to be determined by the EMS Board.

**WHEREAS**, amounts accumulated over the \$400,000 will be split between the Greene County General Fund and the Town of Greeneville as is the current practice.

**WHEREAS**, the procedures and recommendations presented in this resolution requires passage by the Town of Greeneville to become effective.

**WHEREAS**, the ceiling of \$400,000 can be adjusted upward if both the Greene County Legislative Body and Greeneville Board of Mayor and Aldermen agree.

C.

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY CREATING A  
RESTRICTED FUND BALANCE ACCOUNT FOR EQUIPMENT AND CAPITAL PURCHASES  
FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT**

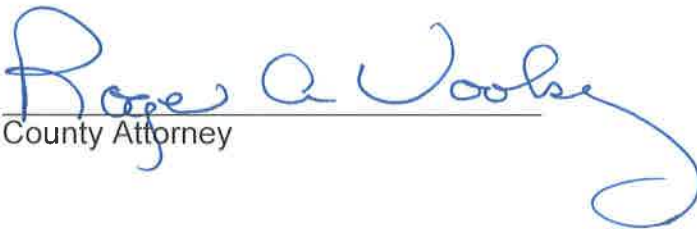
**NOW, THEREFORE BE IT RESOLVED** by the county legislative body of  
Greene County, meeting in regular session this 20<sup>th</sup> day of November, 2017, a quorum  
being present and a majority voting in the affirmative, that budget be amended as above:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Robin Quillen – Commissioner

\_\_\_\_\_  
Eddie Jennings - Commissioner

\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Attorney

**A RESOLUTION TO ADOPT THE AMERICANS WITH DISABILITIES  
ACT TRANSITION PLAN FOR GREENE COUNTY, TENNESSEE**

**WHEREAS**, the federal government enacted the Americans with Disabilities Act of 1990 (ADA) to prevent discrimination of the physically and mentally disabled relating to employment and access to public programs, services, activities and facilities; and

**WHEREAS**, Title II of the ADA requires that counties conduct a self-evaluation of its policies and practices to ensure that its programs, services, activities and facilities are accessible to and do not discriminate against people with disabilities; and

**WHEREAS**, Title II of the ADA requires counties develop and adopt an ADA Transition Plan to address the subject of ensuring that each county's services and facilities are accessible to those with disabilities; and

**WHEREAS**, the governing authority of Greene County now desires to adopt the "ADA Transition Plan" attached hereto as Exhibit 'A' including any attachments thereto, said exhibit being by reference fully included in this resolution as if specifically set out herein;

**NOW, THEREFORE, BE IT RESOLVED** by the Greene County

Legislative Body meeting in regular session on this 20<sup>th</sup> day of November, 2017; a quorum being present and a majority voting in the affirmative that the said ADA Transition Plan attached as Exhibit "A" attached hereto is adopted and that the County Mayor is authorized to execute the necessary documents for the ADA Transition Plan.

Insurance Committee  
Sponsor

County Mayor

County Clerk

County Attorney

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

*D.*

*Roger A. Woolsey*  
County Attorney

## ADA Transition Plan Timeline

### December 2017

- Communities must provide a written letter from the Mayor outlining the development of their Transition Plan
- Letter from the Mayor must be adopted by the County using county's own procedures

### September 2018

- Communities must provide documentation showing they have completed or are making significant progress towards completing an ADA Transition Plan and Self Evaluation
- All self-certification forms are expected to be returned to TDOT.  
Note: Projects may not be advanced within the city or county without this self-certification form

### December 2019

- FHWA (Federal Highway Administration) will require all Transition Plans be completed prior to communities resigning TIP (Transportation Improvement Program) certification

Submission of these deliverables will place TDOT and your community in compliance with the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, Section 504.

GREENE COUNTY GOVERNMENT



**DAVID CRUM, MAYOR**

204 North Cutler Street, Suite 206, Greeneville, TN 37745

Office: 423-798-1766 Fax: 423-798-1771

Email: [DavidCrumMayor@greencountytn.gov](mailto:DavidCrumMayor@greencountytn.gov)

October 20, 2017

State of Tennessee  
Department of Transportation  
Bureau of Engineering  
Suite 700, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243-1402

RE: Americans with Disabilities Act (ADA) Transition Plan

Dear Sirs:

This letter is to inform you of the progress Greene County has made toward the development of our ADA Transition Plan. We have named Erin Chandler as our ADA Coordinator. Ms. Chandler will be the point of contact for any ADA Related inquiries. Her contact info is as follows: Address: 204 North Cutler Street, Suite 202, Greeneville, TN 37745, Phone: 423.798.1782, Fax: 423.798.7117, and Email: [erinchandler@greencountytn.gov](mailto:erinchandler@greencountytn.gov).

The ADA Grievance Procedure has been developed and put into place. It is available on our website as well as in written form located in the ADA Coordinator's office within the Greene County Annex Executive Offices. The Transition Plan is currently in development by the ADA Coordinator with the assistance of the county's maintenance department and Building and Zoning department heads. We are currently working to gather all information and documentation needed to ensure all county facilities are in compliance with the ADA and/or what is needed to bring said facilities up to current ADA standards. All needed information regarding timelines and budgets will be included in the completed Transition Plan.

Please, feel free to contact my office if additional information is required.

Sincerely,

A handwritten signature in cursive script that reads "David Crum".

David Crum, Mayor  
Greene County Government

## GREENE COUNTY, TENNESSEE

### GRIEVANCE PROCEDURE

#### 1. ADA Auxiliary Aids & Services or Barrier Removal

A person who requires an accommodation, an auxiliary aid or service to participate in a County program, service, or activity or who requests a modification of policies or procedures should submit a Request for Accommodation or Barrier Removal Form (attached) to the ADA Coordinator. The Request Form should be submitted as far in advance as possible before the scheduled event. The best effort to fulfill the request will be made.

An individual may also submit a Request for Accommodation or Barrier Removal Form when seeking the removal of a physical barrier in order to gain or improve access. Request forms and other information are available from the Greene County, ADA Coordinator, 204 North Cutler Street, Greeneville, TN 37745, during regular business hours, via fax, mail, or electronic mail. Other arrangements for submitting a request, such as personal interviews or tape recordings, as well as assistance in completing the form, are available by contacting the ADA Coordinator.

The County will review the request and notify the requesting party of the County's proposed resolution. The County's notification will be in writing or a reasonable alternative format if requested. If an individual feels that the County's response is unsatisfactory, he or she may submit a formal complaint following the Formal Complaint Process. *(See below)*

#### 2. Formal Complaint Procedures

The County has adopted a formal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Title II of the ADA and state disability rights. The following is designed to meet requirements of both §504 of the Rehabilitation Act of 1973, as amended, and Title II of the ADA. This procedure is available for any individual who wishes to file a complaint alleging discrimination by the County based on disability, regarding access to the government services, programs, and facilities of the County. It is unlawful for Greene County to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

There is a separate complaint procedure for ADA issues relating to employment issues. Please contact the Human Resources Director for further information regarding employment issues.

The availability and use of this grievance procedure via submission of a Complaint Form (attached) does not preclude filing a complaint of discrimination with any appropriate state or federal agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

A grievance may be in writing, tape recording, or any other device, containing the name, address and telephone number of the person filing it (the Complainant). The grievance shall state the problem or action alleged to be discriminatory and the remedy or relief sought by the complainant.

Grievances shall be processed in the following manner.

**Step 1: Submission of Complaint**

The complaint should contain as much information as possible about the alleged discrimination. The Complainant or his/her representative should file a Complaint Form with the ADA Coordinator no later than thirty (30) calendar days from the date of the alleged discrimination. The Greene County Complaint Form is available at the county Annex during regular business hours via fax, mail, or electronic mail. Other arrangements for submitting a request, such as personal interviews or tape recordings, as well as assistance in completing the form, are available by contacting the ADA Coordinator.

The ADA Coordinator will notify the Complainant in writing of any additional information that is needed to complete the complaint. If the Complainant fails to complete the complaint form, the ADA Coordinator shall close the complaint without prejudice.

**Step 2: Consideration of Complaint**

The ADA Coordinator will oversee the investigation of the complaint. Within thirty (30) calendar days of the receipt of the complaint, the ADA Coordinator or his/her designee will respond to the complaint in writing or a reasonable alternative format if requested. The response will explain the position of the County with respect to the complaint and offer options for a reasonable solution.

**Step 3: Appeals**

If the response of the ADA Coordinator does not satisfactorily resolve the issue, the Complainant, or his/her designee, may appeal the decision to the County Mayor. The request for appeal must be made within fifteen (15) calendar days of the date of the ADA Coordinator's decision.

Within thirty (30) calendar days after receipt of the request for appeal, the County Mayor (or his/her designee) will conduct a hearing to consider the appeal. Within thirty (30) calendar days of the hearing, the County Mayor (or his/her designee) will issue a final determination of the complaint. The decision on the appeal will be in writing and, when requested, in a reasonable alternative format.

**SUMMARY**

Greene County is dedicated to ensuring that all County programs, benefits, activities, and facilities are fully accessible to and useable by persons with disabilities. The ADA Coordinator is here to serve the community as a whole and to coordinate and ensure equal access for all. Any questions or concerns about accessibility issues regarding County programs and services should be directed to the Greene County ADA Coordinator.



# GREENE COUNTY, TENNESSEE



INCORPORATED 1783  
AMERICANS WITH DISABILITIES ACT (ADA) COORDINATOR  
204 NORTH CUTLER STREET  
GREENEVILLE, TN 37745

TEL: (423) 798-1782 FAX: (423) 798-7117  
[erinchandler@greencountytn.gov](mailto:erinchandler@greencountytn.gov)

## GRIEVANCE FORM

### I. COMPLAINANT INFORMATION

Name of Complainant: \_\_\_\_\_

Last

MI

First

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Preferred Method(s) of Communication: (Check all that apply)

☐ Voice Telephone ☐ TTY ☐ E-mail ☐ US MAIL & ☐ Other: \_\_\_\_\_

### II. DESCRIBE YOUR COMPLAINT OF DISCRIMINATION BASED UPON DISABILITY.

Be specific and give date(s), time(s) and location(s). Use the reverse side of this sheet or attached pages, if needed.

### III. PERSONS NAMED IN YOUR COMPLAINT. List the names of (or describe) all persons involved in your complaint. Indicate the job title and City Agency, department or division of City employees, if possible.

IV. **WITNESSES TO YOUR COMPLAINT.** List the names of (or describe) all persons involved in your complaint. Indicate the job title and City Agency, department or division of City employees, if possible.

V. **EVIDENCE AND DOCUMENTATION.** List and provide any physical evidence, written or recorded documents, or any other information that directly supports your specific claim of discrimination.

VI. **CASE REMEDY AND/OR RESOLUTION.** What remedies or resolutions are you seeking?

---

**CERTIFICATION: I hereby certify that the information and statements above are true.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If person needing accommodation is not the individual completing this form, please provide

Representative's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

---

For more information or assistance in completing the form, please contact the  
ADA Coordinator via (direct line) (423) 798-1782 or [erinchandler@greencountytn.gov](mailto:erinchandler@greencountytn.gov)

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT PERTAINING TO THE OPERATION OF KINSER PARK**

WHEREAS, Greene County and the Town of Greeneville (collectively referred to as the municipalities) had jointly operated Kinser Park as joint venture on land owned by the municipalities and land leased by the municipalities from Tennessee Valley Authority (TVA); and

WHEREAS, the Town of Greeneville notified Greene County that the Town desired to terminate the joint venture agreement for the operation of Kinser Park and had agreed to transfer its interest in the real and personal property and other assets of Kinser Park to Greene County; and

Whereas, the Greene County Legislative Body and the Town of Greeneville Board of Mayor and Aldermen have approved the dissolution of the Joint Venture Agreement between the County and Town as it related to Kinser Park and all documents concerning the termination of that joint venture agreement and the transfer of the Town's interest in the assets of Kinser Park to the County have been executed; and

WHEREAS, under the provisions of a separate operating agreement entered into between the County, Town, Anthony Carter and Jimmy Malone, Anthony Carter and Jimmy Malone has assumed the responsibilities and obligations of operating and maintaining Kinser Park for the benefit of the citizens of Greene County for the past three years with another year still remaining under the present agreement; and

WHEREAS, Jimmy Malone has withdrawn from the agreement to operate Kinser Park, but Anthony Carter desires to extend that Operating Agreement for an additional period of time; and

WHEREAS, the County Mayor and Anthony Carter have entered into negotiations for an extension of the current operating agreement subject to certain minor revisions from the current operating agreement; said proposed Operating Agreement is attached as Exhibit A to this Resolution; and

WHEREAS, after considering the past issues the County has had in operating Kinser Park before the operating agreement with Carter and Malone, it would appear that it would be in the best

E.

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
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interests of Greene County, its citizens of Greene County and the patrons of Kinser Park for the proposed agreement pertaining to the operation of Kinser Park be approved; and

WHEREAS, in order to further enhance and improve Kinser Park that all revenues received by the County related to Kinser Park be allocated to a restricted account to be utilized for capital improvements for Kinser Park and to offset any expenses incurred by the County related to Kinser Park.

NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 20<sup>th</sup> day of November, 2017, a quorum being present and a majority voting in the affirmative that the proposed Operating Agreement attached as Exhibit A pertaining to the operation of Kinser Park is hereby approved and further that the County Mayor is authorized to execute that Agreement and any other documents necessary to carry out the terms of said Agreement.

BE IT FURTHER RESOLVED that all commissions, funds and revenues received by Greene County from the operation of Kinser Park be allocated to a restricted account to be utilized to reimburse the County for any expenses it may incur related to Kinser Park and to make capital improvements to the Park subject to approval by the Greene County Legislative Body.

Budget and Finance Committee  
Sponsor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

  
County Attorney

**Roger A. Woolsey**  
**County Attorney**  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

**AGREEMENT PERTAINING TO OPERATION OF KINSER PARK**

THIS AGREEMENT is made and entered into this the \_\_\_\_ day of October, 2017 by and between the COUNTY OF GREENE, TENNESSEE (hereinafter "the County") and ANTHONY CARTER, (hereinafter "the Operator"); and

WHEREAS, previously, the County with the Town of Greeneville had publicly requested competitive sealed proposals for the operation of Kinser Park; and

WHEREAS, the Operator with his then business partner, Jimmy Malone had submitted his sealed proposal to provide these services, and the County and the Town of Greeneville deemed that it was in the best interest of their citizens to negotiate with the Operator; and

WHEREAS, the parties reached an agreement pertaining to the services the Operator performed with respect to the operation of Kinser Park; and

WHEREAS, the said Jimmy Malone withdrew from his participation in the operation of Kinser Park and Anthony Carter assumed full responsibility as the Operator of Kinser Park; and

WHEREAS, THE Town of Greeneville has notified the County of its intention to terminate the joint operating agreement for Kinser Park and further has agreed to transfer any and all real property, personal property, and other assets to Greene County in order to facilitate Greene County's continued operation of Kinser Park for the benefit of the public but primarily the citizens of Greene County; and

WHEREAS, Greene County (County) and Anthony Carter (Operator) have reached an agreement to allow the Operator to continue to operate Kinser Park by providing and performing services and undertaking certain responsibilities with respect to the operation of Kinser Park.

NOW, THEREFORE, in consideration of the premises and the following mutual agreements and covenants, the County and the Operator, each intending to be legally bound on effective date of November 1, 2017, agree as follows:

## **1. OPERATION OF KINSER PARK**

1.1 Kinser Park Defined. As used herein, the term "Kinser Park" shall mean the public recreation facility commonly known as Kinser Park located at 650 Kinser Park Lane, Greeneville, Tennessee 37743, consisting of a public recreation easement granted to Greene County and the Town of Greeneville by the Tennessee Valley Authority (hereinafter "TVA") by grant of easement dated January 26, 1976, together with related improvements and structures.

1.2. Operation of Kinser Park. The Operator, at his sole expense, shall provide all personnel, equipment, fuel, utilities and all other goods and services necessary to operate Kinser Park in a good, safe, and lawful manner and in compliance with all general or statutory law, rules, and regulations applicable thereto, and such safety rules and programs as shall be prescribed and recommended by government agencies of the local, state and federal governments, including the provisions of the grant of easement from TVA. Without limiting the foregoing, the Operator specifically agrees that he will conduct his activities on the premises without distinction or discrimination, including discrimination on account of race, color, creed, sex, or national origin, and that all facilities and services offered at Kinser Park shall be open to all members of the general public on a non-discriminatory basis. Further, the Operator specifically agrees that he will publish and provide a schedule of rates/fees approved by the County Mayor for use of the camp sites, pool, pavilions, etc. and further agrees that individuals or entities using the facilities will be charged and pay those stated fees/rates, no more nor no less.

1.3. Maintenance. The Operator shall maintain in good condition and appearance Kinser Park, including without limitation the pool, the miniature golf course, and all buildings, ball fields, camp sites, pavilions, fencing, landscaping, grounds and paved surfaces. With respect to any building or structure that is deemed unsafe to use/occupy, the Operator shall either repair the same or take such steps as necessary to protect the public from all hazards posed. Except in the case of an emergency, the Operator shall not demolish any building or structure without the prior written approval of the County Mayor.

1.4. Utilities. The Operator shall be responsible for all utilities consumed at Kinser

Park and shall timely open his own account with each utility.

1.5. The Greeneville Marlins. The Operator recognizes that the County has an existing operating agreement with Greeneville Marlins Association, Inc. pertaining to certain ball fields and related facilities. The Operator shall be responsible to fulfill all of the County's obligations under said agreement. The Operator shall perform such obligations and cooperate with Greeneville Marlins Association, Inc. in a manner to maximize the public access and use of Kinser Park in all aspects.

1.6. "Permanent" Camp Sites. The Operator shall on an annual basis update the plan for the existing "permanent" camp sites and related improvements to increase transitory public availability of the same which plan shall be approved by the County Mayor by March 1 of each year before the Park opens to the public.

1.8. Third Party Vendors. All contracts for the sale of goods or services at Kinser Park by third party vendors shall be subject to the approval of the County by its authorized representative, the County Mayor. Private contracts between an individual user of Kinser Park and a third party vendor for goods to be consumed by or services to be rendered to such user shall not require approval provided such contracts are made outside Kinser Park and are not a subterfuge to provide goods and services within Kinser Park without proper approval and/or in avoidance of the commissions required herein. The Operator shall take reasonable steps to insure that no unauthorized sales of goods or services are made at Kinser Park. Further, the Operator shall be responsible for policing third party vendors, including private contracts, and shall be liable to the County for any commission due under Article 2 hereof.

## **2. COMMISSIONS**

2.1 Commissions. For calendar year 2017 and for each subsequent year under this agreement, the Operator shall monthly pay the County a ten percent (10%) commission on the sum of the Operator's previous month's gross receipts of any nature, including sales of goods, services, rentals and advertising, from his operation of Kinser Park including the Operator's gross receipts from third party vendors of goods and services at Kinser Park. Excluded from the calculation of gross receipts are such amounts, if any, received by the Operator from Greeneville Marlins Association, Inc. pursuant to its agreement with the Municipalities (now County) which amounts shall be paid in full to the County. Should the Operator choose to use the manager house or the cabins to house on-site personnel then the Operator shall pay the County an agreed

monthly sum for the same; in the event of a failure to reach an agreement then the amount due the County shall be ten percent (10%) of the fair rental value in the market then existing for similar month to month rentals.

2.2. Payment Due Dates. Monthly commission payments are due on the 15<sup>th</sup> day of the following month. Any minimum annual commission is due on the 31<sup>st</sup> day of the following January. All commissions shall be remitted to the Town payable in U.S. Dollars.

2.3. Commission receipts and subsequent utilization by County. County agrees that it will place all funds it receives from the Operator as commissions in a restricted account. Those funds will be utilized first by Greene County to pay any expenses it incurs related to Kinser Park (i.e. for audits, insurance, etc.) and then to make capital improvements to Kinser Park as recommended by the County Mayor and approved by the Greene County Legislature Body. However, this provision shall not negate the Operator's responsibility to maintain the Park and its infrastructure or the Operator's obligation to himself make such improvements as is necessary or required.

### 3. GENERAL PROVISIONS

3.1. Integral Agreement. Articles 1 and 2 are non-severable integral parts of this Agreement.

3.2. Insurance. The Operator shall provide to the County a certificate of insurance annually for insurance as follows:

A. Commercial General Liability Insurance - \$1,000,000.00 limit per occurrence for property damage and bodily injury, including:

- (1) Premises/Operations
- (2) Produces/Completed Operations
- (3) Contractual Liability
- (4) Independent Contractors
- (5) Broad Form Property Damage
- (6) Personal Injury

B. Business Automobile Liability Insurance (if on site with vehicles to perform work) - \$500,000.00 limit per occurrence for property damage and bodily injury including owned/leased vehicles, non-owned vehicles and hired vehicles.



C. Workers' Compensation and Employer's Liability Insurance – Workers' compensation statutory limits as required by Tennessee Law. This coverage should include Employer's Liability coverage for \$1,000,000.00 if applicable.

D. Property and Casualty Insurance – full replacement values for all buildings and other permanent structures if available; otherwise, the actual cash value of each building or permanent structure located at Kinser Park.

The County and TVA shall be listed as an additional insured on all liability policies. The County shall be listed as an additional insured on all property and casualty policies. The required insurance coverage shall be placed with an insurer rated B+10 or better by A. M. Best's Rating Guide or as approved by the County Mayor. All required insurance shall be evidenced with a signed certificate of insurance. In addition, coverage may not be canceled without at least 30 days prior written notice to the County and TVA.

3.3. Season and Hours of Operation. The Operator shall maintain and have the Park open to the public from April 1<sup>st</sup> through October 31<sup>st</sup> each year unless a different season and hours of operation is approved by the County Mayor. Each facility at Kinser Park shall maintain reasonable days and hours of operation as similar facilities in the county. Any substantial shortening of the season or hours of operation shall require the prior approval of the County Mayor. The Operator may extend the seasons and hours of operation in Operator's sole discretion.

3.4. User Fees and Rates. The Operator shall maintain and collect the user fees and rates set forth on Exhibit "A". The Operator shall be entitled to retain the same but shall be responsible for collection and payment of all applicable taxes. Any change in user fees and rates shall be submitted thirty (30) days in advance to the County Mayor.

3.5. Fiscal Year. The County operates on a fiscal year of July 1 to June 30. Every reference herein to a fiscal year shall mean such a fiscal year.

3.6. Books and Records. The Operator shall maintain proper books and records in accordance with generally accepted accounting principles. In like manner, the Operator shall cause all third party vendors to maintain proper books and records of gross receipts from the sale of goods and services within Kinser Park. All such books and records, including all sales tax reports of the Operator and third party vendors, shall be made available to the County and TVA for inspection, copying and audit upon reasonable notice in light of all relevant circumstances.

3.7. Rules and Regulations. The Operator shall develop reasonable and non-discriminatory rules and regulations for all users of Kinser Park and shall submit the same for approval by the County. The Operator shall have until March 1<sup>st</sup>, 2018 to secure such approval, otherwise the Operator shall operate the Kinser Park subject to the existing rules and regulations of the County and as may be modified thereafter by the County. In like manner, the Operator shall annually submit rules and regulations for approval by the County; otherwise the Operator shall operate the Kinser Park subject to such rules and regulations as may be adopted thereafter by the County Mayor.

3.8. Reporting. The Operator shall report to the County Mayor with respect to Operator's performance and all matters arising under this Agreement. The Operator shall seek the input and advice from the County Mayor during the course of developing any plans required of the Operator hereunder. The Operator shall consult with and respond to the County Mayor with respect to any issue brought by him pertaining to the operation of Kinser Park.

3.9. Compliance With Laws. The Operator shall at his sole expense perform his obligations hereunder in accordance with all applicable federal and state laws, rules and regulations, including without limitation acquiring and maintaining appropriate permits and licenses, performing required monitoring, and payment of all annual maintenance fees, fines and penalties imposed by the State of Tennessee or the federal government.

3.10. Indemnification. The Operator shall indemnify and hold harmless the County and TVA from any and all liability resulting from its acts or omissions under this Agreement and/or the Operator's occupation and use of Kinser Park other than liabilities arising out of the negligence or breach of contract on the part of the indemnified party. The Operator agrees to indemnify and hold harmless the County and TVA from the cost of defense, including attorney's fees, attributable to any indemnified claim.

3.11. Taxes. During the term of this Agreement, the Operator shall be responsible for all property taxes, if any, on the Kinser Park. The Operator will be solely responsible for all taxes upon its personalty, including, but not limited to, sales tax, use tax, and other like taxes, whether municipal, state or federal.

3.12. Access to Facilities. The County and TVA shall have access at all times to Kinser Park.

3.13. Term. The term of this Agreement shall be from December 1, 2017 until December 1, 2022. However, the Operator and the County each shall have the option to terminate this Agreement effective December 1<sup>st</sup> of any contract year upon giving ninety (90) days prior written notice to the other.

3.14. Breach of Agreement. In the event either party is in material breach of this Agreement, the non-breaching party may provide written notice of such breach. The breaching party shall have a 30 day opportunity within which to cure such breach or, in the event such breach is not reasonably capable of cure within such time period, actively undertake to cure such breach during such time period. In the event the breach is not cured (or cure is not actively undertaken), the non-breaching party may provide notice of termination.

3.15 Further Development. The County reserves the right to further develop or improve Kinser Park, regardless of the desires or view of the Operator, and without interference or hindrance by the Operator; further, the County reserves the right to take any action it considers necessary to protect Kinser Park against obstruction, together with the right to prevent Operator from erecting or permitting to be erected, any building or other structure in Kinser Park or conducting any activity which, in the opinion of the County would limit the usefulness of Kinser Park or constitute a hazard to Kinser Park or to the general public at large.

3.16. Miscellaneous.

A. The approval of the County with respect to any matter hereunder requiring County approval shall be signified by the County Mayor who shall need no further authorization from his respective governing body to give or decline approval.

B. This Agreement may not be assigned to any party without written consent of the other party.

C. Nothing herein shall be construed to create any co-venture or partnership between the County and the Operator. The Operator shall for all purposes be treated as an independent contractor. Anthony Carter shall liable hereunder for all obligations and undertakings as the Operator.

D. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

3.17. Contingencies. This Agreement is expressly contingent upon approval of the

Greene County Commission and final approval by the Tennessee Valley Authority.

In issuing its approval, the Tennessee Valley Authority assumes no liability and undertakes no obligation or duty (in tort, contract, strict liability, or otherwise) to any party to this Agreement or to any third party for any damages to property (real or personal) for personal injuries (including death) arising out of or in any way connected with the Operator's operation, or maintenance of Kinser Park. TVA's approval means only that TVA has determined that this agreement, if fairly administered by the Operator to provide reasonable and non-discriminatory opportunities for public use, is consistent with the public recreation purpose of the January 26, 1976, grant of easement to Greene County and the Town of Greeneville TN.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement in triplicate as of the date specified above.

GREENE COUNTY, TENNESSEE

By \_\_\_\_\_  
David Loy Crum, County Mayor

  
Anthony Carter, Operator

STATE OF TENNESSEE )

COUNTY OF GREENE )

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named David Loy Crum, with whom I am personally acquainted and who, upon oath, acknowledged that he is the Mayor of the County of Greene, Tennessee, the within named bargainor, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal of office in Greeneville, Tennessee, on this the \_\_\_\_\_ day of November, 2017.

\_\_\_\_\_  
Notary Public

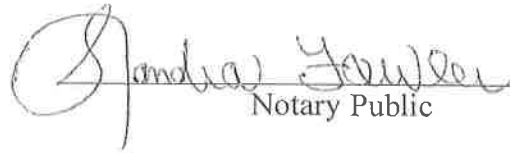
My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF GREENE )

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named Anthony Carter, with whom I am personally acquainted and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal of office on this the 26 day of <sup>October</sup>~~November~~, 2017.

  
Notary Public

My Commission Expires: 8/28/2021



**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY TO TRANSFER  
\$7,500 IN RESTRICTED FUNDS COMMITTED FOR THE CORRECTIONAL CAREER  
PATHWAYS PROGRAM TO THE SHERIFF'S DEPARTMENT JAIL BUDGET FOR  
INSTALLATION OF FENCING IN FYE JUNE 30, 2018**

**WHEREAS**, a restricted fund for the Sheriff's Department's Correctional Career Pathways Program was established on or about June 2, 2017 for the express purpose of purchasing equipment and establishing safety and security measures for the new classroom at the Sheriff's Department Workhouse

**WHEREAS**, the Greene County Sheriff's Department requests the release of \$7,500 in restricted funds to cover the cost of installing a security fence around the classroom so that it can be used for all inmates that are eligible to take part in the educational opportunities that are available

**NOW, THEREFORE, BE IT RESOLVED**, by the Greene County Legislative Body meeting in regular session on November 20<sup>th</sup>, 2017 a quorum being present and a majority voting in the affirmative, that Seven Thousand and Five Hundred 00/100 Dollars (\$7,500) be transferred from the General Fund reserve committed for the Correctional Career Pathways Program to the Sheriff's Department Jail budget to make necessary purchases:

**DECREASE IN RESTRICTED FUND BALANCE**

34625 COMMITTED FOR PUBLIC SAFETY	\$ 7,500
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<b>Total Decrease in Restricted Fund Balance</b>	<u><u>\$ 7,500</u></u>
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**INCREASE IN APPROPRIATIONS**

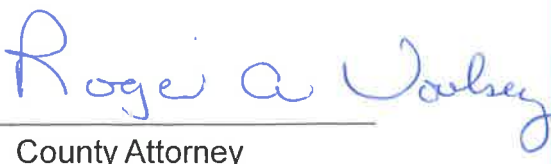
54210 JAIL	
399 Other Contraced Services	\$ 7,500

<b>Total Increase in Budgeted Appropriations</b>	<u><u>\$ 7,500</u></u>
--	------------------------

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Budget & Finance Committee

  
\_\_\_\_\_  
County Attorney

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY TO  
APPROPRIATE FUNDS FOR THE DUI ENFORCEMENT GRANT AND NETWORK  
COORDINATOR GRANT FOR FYE JUNE 30, 2018**

**WHEREAS**, the Sheriff's Department's received funding approval for the above annual grants and;

**WHEREAS**, the Greene County Sheriff's Department must first spend the money and then apply for reimbursement and;

**WHEREAS**, the Greene County Sheriff's Department wishes to expend those funds during the current fiscal year;

**NOW, THEREFORE, BE IT RESOLVED**, by the Greene County Legislative Body meeting in regular session on November 20<sup>th</sup>, 2017 a quorum being present and a majority voting in the affirmative, that the budget be amended as follows:

**DECREASE IN UNASSIGNED FUND BALANCE**

39000 UNASSIGNED FUND BALANCE	\$ 38,200
<b>Total Decrease in Unassigned Fund Balance</b>	<b><u>\$ 38,200</u></b>

**INCREASE IN APPROPRIATIONS**

54110 SHERIFF'S DEPARTMENT	
187 Overtime Pay	\$ 17,700
355 Travel	6,450
716 Law Enforcement Equipment	14,050
<b>Total Increase in Budgeted Appropriations</b>	<b><u>\$ 38,200</u></b>

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Frank Waddell

  
\_\_\_\_\_  
County Attorney

G,

**A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER  
INTO A LEASE AGREEMENT BETWEEN GREENE COUNTY,  
TENNESSEE, THE TOWN OF GREENEVILLE AND THE  
GREENEVILLE-GREENE COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT (9-1-1)**

WHEREAS, the Greene County Building, Zoning, and Planning Department and the Greenville-Greene County Emergency Communication District (9-1-1) currently jointly occupy and utilize a building located at 129 Charles Street, Greenville, Tennessee on a certain parcel of real estate owned by Greene County and the Town of Greenville; and

WHEREAS, a building addition on the above referenced property is being constructed adjoining the existing building, which addition is being constructed at the expense of the Greenville-Greene County Emergency Communication District (9-1-1); and

WHEREAS, the Greenville-Greene County Emergency Communication District is a separate legal entity from the County and the Town, but does receive funding from both governmental entities and does provide valuable services for both governmental entities; and

WHEREAS, it would appear that it would be in the best interests of all parties and the citizens and residents of Greene County for a written agreement to be approved by Greene County, the Town of Greenville, and the Greenville-Greene County Emergency Communication District that would permit the Greenville-Greene County Emergency Communication District to lease that portion of the original building it presently occupies and the new addition to that building for its continued operations in serving the citizens of Greene County and the governmental entities it presently serves; and

WHEREAS, after reviewing the proposed Lease Agreement (a copy of said Lease Agreement is attached as Exhibit "A" to this Resolution); it would appear to be in the best interests of Greene County and the citizens of Greene County to enter into said Lease Agreement which would permit the Greenville-Greene County Emergency Communications

A



District to continue to utilize the portion of the existing building it now occupies as well as the building addition being constructed for their operations.

NOW, THEREFORE, BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on the 20<sup>th</sup> day of November, 2017, a quorum being present and a majority voting in the affirmative, to authorize the County Mayor to enter into a Lease Agreement with the Town of Greeneville and the Greeneville-Greene County Emergency Communications District (9-1-1) to provide office space in that portion of the existing building the District is currently utilizing as well as the building addition the District is constructing for its operations as specified in the proposed Lease Agreement attached Agreement as Exhibit "A".

Josh Kesterson  
Sponsor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

Roger A. Woolsey  
County Attorney

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

## LEASE AGREEMENT

This lease agreement entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by, between, and among GREENE COUNTY, TENNESSEE and THE TOWN OF GREENEVILLE, TENNESSEE, parties of the First Part, hereinafter referred to as the "Lessors", and the GREENEVILLE-GREENE COUNTY EMERGENCY COMMUNICATIONS DISTRICT, party of the Second Part, hereinafter referred to as the "Lessee".

WHEREAS, the Lessors own a certain parcel of real estate located at 111 Union Street, Greeneville, Greene County, Tennessee, upon which a building is situated presently occupied in part by the Lessee and occupied in part by the Greene County Building and Zoning Department. Furthermore, a building addition is being constructed adjoining the existing building which is being constructed at the Lessee's expense, and the addition will be occupied by the Lessee.

WHEREAS, the Lessee is desirous of leasing that portion of the above-described premises that it presently occupies and the building addition described above. The Lessors are willing to lease the described premises to the Lessee upon the terms and conditions hereinafter provided.

WITNESSETH: the Lessors hereby lease to the Lessee those certain premises described above with the appurtenances thereto appertaining.

The initial term of this lease shall be five (5) years, commencing on the 1<sup>st</sup> of December, 2017, and ending on the 31<sup>st</sup> day of November, 2022. This Lease shall

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automatically be renewed for additional terms of five (5) years under the same terms and conditions as the original lease unless written notice is given by the Lessee or one of the governmental entities of its intent to terminate the lease. The written termination of the lease must be provided at least 180 days before the expiration of the original term or any subsequent term of the lease. The written notice of termination shall be provided to all parties to this lease. Lessee agrees to pay the Lessors a rental fee of One (\$1.00) Dollar per year. The said lease payment shall be due on the day of the signing of this lease agreement and each year thereafter. For the sum of One (\$1.00) Dollar per year, it is agreed that the Greene County Emergency Communications District, commonly known as 9-1-1, will have the full use of the portion of the existing building which is presently occupied by the Lessee in addition to the building addition presently being constructed by Lessee which is attached to the portion of the existing building now occupied by the Lessee. The above-described leased premises shall be used for the housing of a 9-1-1 emergency response system to serve Greeneville and Greene County, Tennessee, and all governmental entities therein and Lessee warrants and agrees that the leased premises will not be used for any other purpose without the express written consent of the Lessors.

It is further agreed that the Lessee will be responsible for all routine maintenance and repairs to portions of the existing building occupied by the Lessee and the building addition being constructed by the Lessee, and same will be maintained in a reasonable state of repair, normal wear and tear excepted. It is further understood and agreed that any expenses related to or necessitated for major repairs to the existing building only (all repairs to the addition are Lessee's sole responsibility) shall be divided equally between the Lessee and Greene County.

**Roger A. Woolsey**  
County Attorney  
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Greeneville, TN 37745  
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Utilities (water and electricity) for premises including the addition shall be paid by the Lessee and Greene County shall reimburse Lessee one-half of those expenses on a monthly basis.

With regard to the leased premises described above, the Lessee will provide insurance coverage for all equipment and furniture. Lessee shall also provide liability insurance for the leased premises with coverage of at least ONE MILLION (\$1,000,000.00) DOLLARS and shall name Greene County and the Town of Greeneville as additional insured under the policy. Lessee further agrees to indemnify and hold harmless Lessors from any claim or cause of action arising from its operations and/or its usage of the leased premises. Greene County will provide casualty insurance only for the existing structure and the addition being constructed by Lessee and attached to the existing structure.

IN WITNESS WHEREOF, each party has executed and delivered this lease agreement to the other, and same shall be in effect as of the date set forth above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Crum  
County Mayor for Greene County, Tennessee  
Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
W. T. Daniels  
Mayor of Greeneville, Tennessee  
Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Holt  
Chairman of the Board of Directors for the  
Greeneville-Greene County Emergency  
Communications District  
Lessee

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

STATE OF TENNESSEE )

COUNTY OF GREENE )

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named David Crum, with whom I am personally acquainted and who, upon oath, acknowledged that he is the Mayor of the County of Greene, Tennessee, the within named bargainor, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal of office in Greeneville, Tennessee, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF GREENE )

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named W. T. Daniels, with whom I am personally acquainted and who, upon oath, acknowledged that he is the Mayor of the Town of Greeneville, Tennessee, the within named bargainor, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal of office in Greeneville, Tennessee, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

STATE OF TENNESSEE )  
COUNTY OF GREENE )

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named William Holt, with whom I am personally acquainted and who, upon oath, acknowledged that he is the Chairman of the Greeneville-Greene County Emergency Communications District the within named bargainor, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal of office in Greeneville, Tennessee, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Roger A. Woolsey**  
County Attorney  
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Greeneville, TN 37745  
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